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No. 20] NEW DELHI, MAY 13—MAY 19, 2007, SATURDAY/VAISAKHA 23—VAISAKHA 29, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

(कार्यालय, आयुक्त, केन्द्रीय उत्पाद शुल्क एवं सेवाकर)

लखनऊ, 8 फरवरी, 2007

सं. 01/2007-कस्टम (एन.टी.)

का.आ. 1437.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा सीमा शुल्क अधिनियम, 1962 की धारा 152 के अंतर्गत जारी दिनांक 01-07-94 की अधिसूचना सं. 33/94-कस्टम (एन.टी.) के द्वारा प्रदत्त शक्तियों का उपयोग करते हुए मैं, एतद्वारा, सीमा शुल्क अधिनियम, 1962 (1962 की सं. 52) की धारा 9 के अंतर्गत उत्तर प्रदेश राज्य के जिला बाराबंकी की तहसील फतेहपुर में स्थित ग्राम गुग्गोर को 100 प्रतिशत निर्यात-मुख्य उपक्रम स्थापित करने के सीमित प्रयोजन के लिए भांडागारण स्थल घोषित करता हूँ।

[फा. सं. V(30) टेक/वेयर हाऊस/08/07]

सी. माथुर, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE COMMISSIONER, CENTRAL
EXCISE & SERVICE TAX)

Lucknow, the 8th February, 2007

No. 01/2007-CUS. (NT)

S.O. 1437.—In exercise of the powers conferred on me by the notification no. 33/94-Cus. (NT) dated

2324 GU/2007

(3113)

01-07-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, issued under Section 152 of the Customs Act, 1962, I hereby declare Village Guggor located in Tehsil Fatehpur of the District Barabanki in the State of Uttar Pradesh to be a warehousing station under Section 9 of the Customs Act, 1962 (No. 52 of 1962) for the limited purpose of setting up 100% Export Oriented Undertakings (100% EOUs).

[F. No. V(30)Tech/warehouse/08/07]

C. MATHUR, Commissioner

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 10 मई, 2007

का.आ. 1438.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. डी. सुब्बाराव, सचिव, आर्थिक कार्य विभाग, वित्त मंत्रालय, नई दिल्ली को तत्काल प्रभाव से तथा अगला आदेश होने तक, श्री अशोक के. झा के स्थान पर भारतीय रिजर्व बैंक के केन्द्रीय बोर्ड में निदेशक के रूप में नामित करती है।

[फा. सं. 9/07/2007-बीओ-1]

जी. बी. सिंह, उप सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 10th May, 2007

S.O. 1438.—In exercise of the powers conferred by clause (d) of sub-section (1) of Section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby nominates Dr. D. Subbarao, Secretary, Department of Economic Affairs, Ministry of Finance, to be a director on the Central Board of the Reserve Bank of India with immediate effect and until further orders *vice* Shri Ashok K. Jha.

[F.No. 9/07/2007-BO-I]

G. B. SINGH, Dy. Secy.

वस्त्र मंत्रालय

नई दिल्ली, 11 मई, 2007

का.आ. 1439.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा, उक्त अधिनियम के प्रावधानों के अधीन इस अधिसूचना की तिथि से तीन वर्षों की अवधि के लिए केन्द्रीय रेशम बोर्ड के सदस्यों के रूप में कार्य करने के लिए निम्नलिखित व्यक्तियों का नामांकन अधिसूचित करती है।

श्री एस.ई. मोटनवाला, उपर्युक्त अधिनियम की धारा
जी-9, डॉक्टर हाऊस, 4(3)(जे) के अंतर्गत केन्द्र सरकार
ऊनापानी रोड, द्वारा नामित।
लाल दरवाजा, सूरत

[फा. सं. 25012/56/99-रेशम]

भूपेन्द्र सिंह, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, the 11th May, 2007

S.O. 1439.—In exercise of powers conferred by Sub-section (3) of Section 4 of the Central Silk Board Act, 1948, the Central Government hereby notifies the nomination of the following persons to serve as member of the Central Silk Board for a period three years from the date of this notification subject to the provisions of the said Act.

Shri S.E. Motanwala, Nominated by the Central
G-9, Doctor House, Government under Section 4(3)
Unapani Road, (j) of the Act.
Lal Darwaja, Surat

[F.No. 25012/56/99-Silk]

BHUPENDRA SINGH, Jt. Secy.

संस्कृति मंत्रालय

(राजभाषा प्रभाग)

नई दिल्ली, 18 अप्रैल, 2007

का.आ. 1440.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम-4 के अनुसरण में संस्कृति मंत्रालय, के अधीन अधीक्षण पुरातत्वविद्,

जयपुर मंडल के अन्तर्गत आने वाले निम्नलिखित सात उपमंडल कार्यालयों को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. कार्यालय संरक्षण सहायक, अजमेर उपमंडल, आनासागर बारादरी, अजमेर।
2. कार्यालय संरक्षण सहायक, अलवर उपमंडल, 3/413 काला कुँआ, हाउसिंग कॉलोनी, अलवर, राजस्थान।
3. कार्यालय संरक्षण सहायक, भरतपुर उपमंडल, भरतपुर फोर्ट, भरतपुर, राजस्थान।
4. कार्यालय संरक्षण सहायक, चित्तौड़गढ़ उपमंडल, तोपखाना बिल्डिंग, चित्तौड़गढ़ किला, चित्तौड़गढ़।
5. कार्यालय संरक्षण सहायक, डींग उपमंडल, डींग महल, डींग, जिला-भरतपुर, राजस्थान।
6. कार्यालय संरक्षण सहायक, कोटा उपमंडल, 1-च-12, टीचर्स कॉलोनी, केशवपुरा, कोटा-राजस्थान।
7. कार्यालय संरक्षण सहायक, जयपुर उपमंडल, पुण्डरीकजी की हवेली, ब्रह्मपुरी, जयपुर, राजस्थान।

[फा. सं. 1-1/2005-हिन्दी]

मोहिनी हिंगोरानी, निदेशक (रा.भा.)

MINISTRY OF CULTURE

(O. L. Section)

New Delhi, the 18th April, 2007

S.O. 1440.—In pursuance of Sub-rule 4 of 10 of the Official Language (use for Official purpose of the Union) rules 1976, the Central Government hereby notifies the following 7 Sub-circle offices under the Ministry of Culture, Superintending Archaeologist, Jaipur Circle, more than 80% staff of which have acquired a working knowledge of Hindi :—

1. Office of the Conservation Assistant, Ajmer Sub-Circle, Anasagar, Baradari, Ajmer.
2. Office of the Conservation Assistant, Alwar Sub-Circle, 3/413, Kala Kuan, Housing Colony, Alwar, Rajasthan.
3. Office of the Conservation Assistant, Bharatpur Sub-Circle, Bharatpur Fort, Bharatpur Rajasthan.
4. Office of the Conservation Assistant, Chittorgarh Sub-Circle, Topkhana Building, Chittorgarh Quila, Chittorgarh.
5. Office of the Conservation Assistant, Deeg Sub-Circle, Deeg Mahal, Deeg Distt. Bharatpur, Rajasthan.
6. Office of the Conservation Assistant, Kota Sub-Circle 1-ch-12, Teacher's Colony, Keshavpura, Kota, Rajasthan.
7. Office of the Conservation Assistant, Jaipur Sub-Circle, Pundrikazi ki haveli, Brahmपुरी, Jaipur, Rajasthan.

[F.No. 1-1/2005-Hindi]

MOHINI HINGORANI, Director (OL)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 मई, 2007

का. आ. 1441.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 4928 दिनांक 20 दिसंबर 2006 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नामा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील—समाना, जिला—पटियाला, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 14-23 फरवरी 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर, इंडियन ऑयल कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची						
तहसील : समाना		जिला : पटियाला		राज्य : पंजाब		
गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
शाहपुर	73	27	7	00	09	86
			8	00	00	25
			14	00	11	63
			17	00	11	13
			24	00	08	09
		37	4/1	00	03	54
			4/2	00	04	55
			7	00	08	09
			14/1	00	02	53
			14/2	00	02	28
			14/3	00	02	28
			15	00	01	52
			16	00	03	04
			17	00	06	58
			24	00	05	06
		42	25/1	00	02	78
			25/2	00	00	25
			4	00	03	29
			5	00	04	55
			6	00	05	06
			7	00	05	56
			14	00	11	63
			15/1	00	00	25
			15/2	00	00	25
			17	00	11	63
		51	23	00	01	77
			24	00	09	86
			3	00	10	12
			4	00	01	52
			8	00	11	63
			12/2	00	00	51
			13	00	11	13
			18	00	03	04
			19	00	08	85
			22/1	00	01	52
		56	22/2	00	07	33
			2	00	11	63
			9	00	04	05
			10	00	04	30

1	2	3	4	5	6	7
शाहपुर	73	56	11/1	00	10	37
			11/2	00	06	58
			20	00	10	62
			21	00	05	56
		57	25/2	00	01	52
		64	5	00	10	12
			6	00	11	63
			15	00	11	63
			16	00	06	32
			24	00	11	63
			17	00	05	31
			25	00	00	25
		65	1	00	00	25
		73	4	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24	00	11	13
		78	4	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24/1	00	02	28
			24/2	00	08	85
		84	4	00	10	12
			7	00	11	13
			14	00	10	12
			17	00	11	13
			24	00	11	13
		86	4	00	06	58
			105	00	02	28
			106	00	00	51
			107	00	00	25
			171	00	00	51
			275	00	00	51
			276	00	21	25
			298	00	09	86
			305	00	01	01
			306	00	01	01
मावी कलां	74	21	12	00	05	56
			19	00	10	62
			22/2	00	08	85
		21	23/1	00	02	28

1	2	3	4	5	6	7
मावी कलां	74	24	2	00	02	02
			3	00	09	36
			8	00	11	38
			13	00	11	38
			18	00	11	38
			23	00	11	38
			24	00	00	25
		40	3/2	00	07	59
			4	00	03	81
			7	00	10	62
			8	00	01	01
			14	00	11	38
			17	00	11	38
			24	00	11	38
		44	4	00	15	18
			5/1	00	00	25
			5/2	00	00	25
			6	00	02	02
			7	00	00	25
			14	00	00	76
			15	00	12	39
			16	00	11	38
			25	00	10	62
		60	1/1	00	00	25
			10	00	04	55
			11/1	00	09	36
			11/2	00	01	52
			20	00	11	38
			21	00	07	08
		61	5	00	10	62
			6	00	04	05
			15	00	00	25
		63	1/1	00	01	26
			1/2	00	05	82
			2	00	02	53
			9	00	10	88
			10/1	00	00	25
			12	00	11	38
			13	00	00	25
			17	00	05	82
			18	00	15	18
			19	00	01	26
			23	00	00	25

1	2	3	4	5	6	7
मावी कलां	74	63	24	00	03	29
			25	00	04	05
		76	1	00	04	30
			8/2	00	00	25
			9	00	04	81
			10	00	08	85
			12/1	00	00	76
			12/2	00	00	25
			13	00	15	18
			17	00	09	61
			18/1	00	01	01
			24	00	07	33
			25	00	05	31
	77		5	00	10	88
	81		5	00	13	15
			6	00	01	77
	82		1	00	00	51
			10/1	00	05	82
			10/2	00	05	06
			11	00	09	61
			12	00	03	81
			19	00	13	15
			20	00	00	25
			22	00	06	07
			23	00	06	83
	91		3	00	12	39
			4	00	00	76
			7	00	01	52
			111	00	04	55
			112	00	02	78
			188	00	00	51
			325	00	00	51
			355	00	01	01
			357	00	01	01
			359	00	00	25
			369	00	01	01
			370	00	02	53
			374	00	06	33
सहेजपुर कलां	66	8	15/1	00	02	53
			16/1	00	05	06
			16/2	00	03	81
			17/1	00	02	02
			17/2	00	00	51

1	2	3	4	5	6	7
सहजपुर कलां	66	8	24	00	03	29
			25/1	00	03	81
			25/2	00	05	56
		9	5	00	11	63
			6/1	00	07	08
			6/2	00	03	29
			15/2/1	00	00	51
			15/2/2	00	02	28
		10	10/1	00	00	51
			11/1	00	02	53
			11/2	00	05	56
			20	00	11	63
			21	00	11	63
			22	00	00	25
		20	1/1	00	04	05
			1/2	00	01	01
			2	00	06	58
			9/1	00	05	82
			9/2	00	05	82
			12	00	10	88
		22	14	00	03	81
			17/1	00	01	26
			25/2	00	01	52
		33	20	00	01	52
			21	00	08	60
		34	4	00	00	25
			5	00	11	38
			6	00	09	86
			15/1	00	07	59
			15/2	00	04	05
			16	00	10	12
			25	00	03	04
		37	5	00	00	25
		38	1/1	00	10	12
			1/2	00	00	25
			10/1	00	09	61
			10/2	00	00	25
			11	00	11	38
			19	00	00	51
			20	00	11	13
			21	00	05	06
			22	00	06	58
		40	1	00	00	25

1	2	3	4	5	6	7
सहेजपुर कला	66	40	2	00	10	82
			9	00	11	38
			12	00	05	31
			-	53	00	02
			182	00	00	51
कोटली	67	14	11/1	00	00	51
			20	00	00	25
		15	15	00	05	31
			16	00	11	38
			25	00	11	38
		24	5	00	11	38
			6/1	00	10	37
			6/2	00	00	25
		36	15	00	07	33
			12/1	00	00	76
			12/2	00	00	25
			18/1	00	01	26
			18/2	00	05	06
			19/1	00	04	05
			19/2	00	01	52
			23	00	07	84
		37	3/2	00	09	61
			7	00	04	55
			8	00	06	83
			13	00	00	25
			14	00	09	61
			17	00	11	13
			24	00	09	61
		-	51	00	01	52
डोहरा	64	3	15	00	03	29
			16	00	11	38
			25	00	10	88
		4	21	00	00	25
			15	1	00	06
		15	10	00	08	09
			11	00	11	38
			20	00	11	13
			21	00	11	13
		16	5	00	05	56
			6/1	00	00	25
			6/2	00	00	25
		24	1	00	11	38
			9	00	00	25

1	2	3	4	5	6	7
डोडरा	64	24	10	00	11	38
			11	00	08	09
			12	00	03	04
			19	00	07	59
			20	00	03	54
			21	00	00	25
			22/1	00	10	12
		35	2	00	11	13
			9	00	11	38
			12	00	11	13
			19	00	11	38
			22	00	09	86
		41	2	00	11	63
			9	00	10	62
			10/3	00	01	26
			11/1	00	00	25
			11/2	00	08	85
			12/1	00	02	53
			20/1/1	00	09	36
			20/1/2	00	01	01
			20/2/2/1	00	01	26
			20/2/2/3	00	00	25
			21/1	00	05	06
			21/2/1	00	04	81
			21/2/2	00	01	52
		49	1	00	09	61
			10	00	01	26
		50	5	00	02	28
			6	00	10	12
			15	00	11	63
			16	00	10	62
			25	00	02	78
			64	00	01	52
			66	00	01	77
			144	00	01	01
			158	00	00	25
मेड़पुरी	63	4	14	00	11	63
			16	00	01	77
			17	00	09	86
			24	00	01	26
			25	00	10	62
		17	5/1	00	09	36
			5/2	00	00	51

1	2	3	4	5	6	7
मेड़पुरी	63	17	6	00	10	62
			15/1	00	07	59
			15/2	00	03	54
			16	00	10	62
			25	00	11	13
		21	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	08	85
			25	00	11	13
		31	5	00	11	13
			6	00	11	13
			15	00	11	13
			16/1	00	10	62
			16/2	00	00	51
			25/1	00	00	25
			25/2	00	11	13
		36	5	00	10	62
			6/1	00	01	01
			6/2	00	05	31
			15	00	08	85
			80	00	02	78
			91	00	00	51
			177	00	00	51
भामना	88	13	17/1	00	10	62
			24	00	11	13
			25	00	00	25
		27	4	00	07	59
			5	00	03	54
			6	00	08	60
			7	00	02	53
			14/1	00	00	25
			15	00	11	38
			16	00	11	38
			25	00	11	13
		34	11	00	00	25
			20/1	00	01	01
			20/2	00	00	51
			21	00	07	08
		35	5	00	11	38
			6/1	00	11	38
			15	00	10	37
			16	00	04	55

1	2	3	4	5	6	7
मामना	88	35	25/2	00	01	52
		51	5	00	00	25
		52	1	00	10	88
			10/1	00	02	53
			10/2	00	08	85
			11/1	00	08	35
			11/2	00	03	04
			20	00	11	38
			21/1	00	08	09
			21/2	00	00	25
	59	1	00	11	38	
		2	00	00	25	
		9	00	00	51	
		10	00	10	62	
		11	00	09	11	
		12	00	02	02	
		19/1	00	00	25	
		19/2/1	00	03	54	
		19/2/2	00	00	25	
		20/1	00	06	83	
		20/3	00	00	25	
		21/1	00	05	31	
		21/2	00	00	25	
		22/1	00	05	31	
		22/2	00	00	25	
	80	1	00	04	05	
		2	00	07	08	
		9	00	09	11	
		10	00	02	02	
		11/2	00	00	51	
		12	00	10	62	
		19	00	11	13	
		20	00	00	25	
		22	00	11	13	
	101	2	00	11	13	
		9	00	11	13	
		12	00	11	13	
		19	00	11	13	
		22	00	09	61	
		26	00	00	51	
	120	2	00	11	13	
		9	00	11	13	
		12/1	00	05	56	

1	2	3	4	5	6	7
भामना	88	120	12/2	00	05	56
			19/1	00	01	52
			19/2	00	06	07
			21	00	00	76
			22	00	12	14
		145	2	00	12	39
			3	00	00	76
			8	00	12	14
			9	00	00	76
			13	00	09	86
			14	00	04	30
			16	00	00	25
			17	00	13	66
			24	00	03	29
			25	00	09	61
		161	5	00	12	39
			6	00	00	76
		162	1	00	00	25
			10	00	10	37
			11	00	10	12
			12	00	03	54
			19/1	00	04	30
			19/2	00	09	11
			20	00	00	25
			22/1	00	03	04
			22/2	00	08	60
			23	00	00	25
		187	2	00	07	08
			3	00	04	55
			8/2	00	11	13
			9	00	00	25
			13	00	11	63
			18	00	11	63
			23/1	00	05	31
			23/2	00	03	81
			24/1	00	02	28
		198	3	00	01	26
			4	00	10	37
			7	00	11	63
			226	00	05	31
			228	00	01	77
			241	00	03	04
			523	00	00	51

1	2	3	4	5	6	7
मामना	88	-	527	00	06	07
			599	00	01	01
			616	00	01	77
कहानगढ़	89	25	9	00	04	05
			12/1	00	00	25
			12/2/2	00	00	25
			13	00	09	86
			18	00	11	38
			23	00	11	13
		30	3	00	11	13
			8	00	11	38
			13	00	11	38
			14	00	00	25
			17	00	04	55
			18	00	06	58
			23	00	01	01
			24	00	10	62
		53	7	00	11	13
			14	00	09	86
		54	4	00	11	13
		-	55	00	01	26
			199	00	01	77
			242	00	01	52
बिशनपुर	91	3	10	00	11	38
			11	00	11	13
			20	00	11	38
			21	00	10	12
			22/1	00	00	25
			22/2	00	01	01
		5	1	00	05	82
			2	00	04	81
			9	00	09	11
			10	00	02	02
			11	00	00	25
			12	00	11	38
			19	00	10	62
			22	00	11	13
		11	2	00	11	38
			8	00	00	25
			9/1	00	03	81
			9/2	00	07	33
			12	00	11	13
			13	00	01	52

1	2	3	4	5	6	7
बिशनपुर	91	11	18	00	06	07
			19	00	05	06
			22	00	00	76
			23	00	10	37
		16	3	00	11	13
			8	00	11	13
			13/1	00	03	29
			13/2	00	04	55
			18/1	00	00	25
			18/2	00	11	13
			23	00	11	13
		24	3/1	00	02	28
			3/2	00	08	35
			7	00	00	51
			8/1	00	06	07
			8/2	00	02	53
			13	00	11	13
			18/1	00	04	05
			18/2	00	06	07
			23/2	00	11	13
		32	3	00	11	13
			8	00	11	13
			13	00	11	13
			18	00	11	13
			23	00	11	13
		43	3	00	11	13
			8	00	11	13
			12	00	00	25
			13	00	09	11
			18/1/1	00	02	78
			18/1/2	00	03	29
			18/2	00	03	81
			19	00	01	52
			22	00	03	04
			23/1	00	08	09
		51	2/2	00	05	82
			3/1	00	06	58
			8/2	00	01	52
		-	75	00	02	53
			198	00	01	01
			200	00	00	51
			202	00	00	51
			224	00	01	01

1	2	3	4	5	6	7
कुलबरछा	61	19	7	00	01	01
			13	00	09	61
			14	00	01	52
			17/1	00	00	25
			17/2	00	04	30
			18	00	06	58
			23	00	03	29
			24	00	07	08
		36	3	00	00	51
			4	00	09	61
			7	00	11	13
			14/1	00	11	13
			17	00	11	13
			24/1	00	00	25
			24/2	00	11	13
			26	00	00	25
		38	4/2	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24	00	10	62
			25	00	00	25
		54	4	00	09	61
			5	00	01	52
			6	00	04	55
			7	00	06	58
			14	00	03	54
			15	00	07	59
			16	00	10	12
			17	00	01	01
			24	00	00	25
			25	00	11	13
		57	5	00	11	13
			6/1/1	00	00	25
			6/2	00	11	13
			15/1	00	08	09
			15/2	00	03	04
			16	00	11	36
			25	00	11	13
		71	11	00	00	76
			20/1	00	02	02
			20/2	00	02	28
			21	00	08	60

1	2	3	4	5	6	7
कुलबरछा	61	72	5	00	10	12
			6	00	09	61
			15/4	00	05	56
			16/1	00	00	25
			16/2	00	01	26
		79	1	00	08	35
		-	180	00	02	02
			191	00	05	82
			260	00	00	25
			413	00	00	51
			437	00	01	01
			440	00	00	51
			438	00	00	25
कादराबाद	62	12	12	00	01	52
			18	00	10	62
			23	00	11	13
		14	3	00	11	13
			8	00	11	13
			13/1	00	05	82
			13/2	00	02	02
			18	00	11	13
			23	00	11	13
		27	3	00	11	13
			8	00	10	37
			13	00	00	51
			68	00	03	04

[फा. सं. आर-25011/13/2006-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 16th May, 2007

S. O. 1441.—Whereas by notification of the government of India in the ministry of Petroleum and Natural gas, published in the Gazette of India vide number S.O. 4928, dated 20th December 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil Samana, District Patiala (Punjab).

And, whereas, the copies of the said Gazette notification were made available to the public between 14th – 23rd February 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil: Samana

District: Patiala

State: Punjab

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Shahpur	73	27	7	00	09	86
			8	00	00	25
			14	00	11	63
			17	00	11	13
			24	00	08	09
			4/1	00	03	54
			4/2	00	04	55
			7	00	08	09
			14/1	00	02	53
			14/2	00	02	28
			14/3	00	02	28
			15	00	01	52
			16	00	03	04
			17	00	06	58
			24	00	05	06
			25/1	00	02	78
			25/2	00	00	25
		42	4	00	03	29
			5	00	04	55
			6	00	05	06
			7	00	05	56
			14	00	11	63
			15/1	00	00	25
			15/2	00	00	25
			17	00	11	63
			23	00	01	77
			24	00	09	86

1	2	3	4	5	6	7
Shahpua		51	3	00	10	12
			4	00	01	52
			8	00	11	63
			12/2	00	00	51
			13	00	11	13
			18	00	03	04
			19	00	08	85
			22/1	00	01	52
			22/2	00	07	33
		56	2	00	11	63
			9	00	04	05
			10	00	04	30
73		56	11/1	00	10	37
			11/2	00	06	58
			20	00	10	62
			21	00	05	56
		57	25/2	00	01	52
		64	5	00	10	12
			6	00	1	63
			15	00	11	63
			16	00	06	32
			24	00	11	63
			17	00	05	31
			25	00	00	25
		65	1	00	00	25
		73	4	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24	00	11	13
		78	4	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24/1	00	02	28
			24/2	00	08	85
		84	4	00	10	12
			7	00	11	13
			14	00	10	12
			17	00	11	13
			24	00	11	13

1	2	3	4	5	6	7
Shahpur		86	4	00	06	58
		-	105	00	02	28
			106	00	00	51
			107	00	00	25
			171	00	00	51
			275	00	00	51
			276	00	21	25
			298	00	09	86
			305	00	01	01
			306	00	01	01
Mawi Kalan	74	21	12	00	05	56
			19	00	10	62
			22/2	00	08	85
			3/1	00	02	28
	74	24	2	00	02	02
			3	00	09	36
			8	00	11	38
			13	00	11	38
			18	00	11	38
			23	00	11	38
			24	00	00	25
		40	3/2	00	07	59
			4	00	03	81
			7	00	10	62
			8	00	01	01
			14	00	11	38
			17	00	11	38
			24	00	11	38
		44	4	00	15	18
			5/1	00	00	25
			5/2	00	00	25
			6	00	02	02
			7	00	00	25
			14	00	00	76
			15	00	12	39
			16	00	11	38
			25	00	10	62
		60	1/1	00	00	25
			10	00	04	55
			11/1	00	09	36
			11/2	00	01	52

1	2	3	4	5	6	7
Mawi Kalan			20	00	11	38
			21	00	07	08
		61	5	00	10	62
			6	00	04	05
			15	00	00	25
		63	1/1	00	01	26
			1/2	00	05	82
			2	00	02	53
			9	00	10	88
			10/1	00	00	25
			12	00	11	38
			13	00	00	25
			17	00	05	82
			18	00	15	18
			19	00	01	26
			23	00	00	15
	74	63	24	00	03	9
			25	00	04	05
		76	1	00	04	30
			8/2	00	00	25
			9	00	04	81
			10	00	08	85
			12/1	00	00	76
			12/2	00	00	25
			13	00	15	18
			17	00	09	61
			18/1	00	01	01
			24	00	07	33
			25	00	05	31
		77	5	00	10	88
		81	5	00	13	15
			6	00	01	77
		82	1	00	00	51
			10/1	00	05	82
			10/2	00	05	06
			11	00	09	61
			12	00	03	81
			19	00	13	15
			20	00	00	25
			22	00	06	07
			23	00	06	83

1	2	3	4	5	6	7
Mawi Kalan		91	3	00	12	39
			4	00	00	76
			7	00	01	52
			111	00	04	55
			112	00	02	78
			188	00	00	51
			325	00	00	51
			355	00	01	01
			357	00	01	01
			359	00	00	25
			369	00	01	01
			370	00	02	53
			374	00	06	33
Sahejpur Kalan	66	8	15/1	00	02	53
			16/1	00	05	06
			16/2	00	03	81
			17/1	00	02	02
			17/2	00	00	51
			24	00	03	29
			25/1	00	03	81
			25/2	00	05	56
		9	5	00	11	63
			6/1	00	07	08
			6/2	00	03	29
		10	15/2/1	00	00	51
			15/2/2	00	02	28
			10/1	00	00	51
			11/1	00	02	53
			11/2	00	05	56
		20	20	00	11	63
			21	00	11	63
			22	00	00	25
			1/1	00	04	05
			1/2	00	01	01
		22	2	00	06	58
			9/1	00	05	82
			9/2	00	05	82
			12	00	10	88
			14	00	03	81
		22	17/1	00	01	26
			25/2	00	01	52

1	2	3	4	5	6	7
Sahejpur Kalan		33	20	00	01	52
			21	00	08	60
		34	4	00	00	25
			5	00	11	38
			6	00	09	86
			15/1	00	07	59
			15/2	00	04	05
			16	00	10	12
			25	00	03	04
		37	5	00	00	25
		38	1/1	00	10	12
			1/2	00	00	25
			10/1	00	09	61
			10/2	00	00	25
			11	00	11	38
			19	00	00	51
			20	00	11	13
			21	00	05	06
			22	00	06	58
		40	1	00	00	25
	66	40	2	00	10	82
			9	00	11	38
			12	00	05	31
			53	00	02	28
			182	00	00	51
Kotli	67	14	11/1	00	00	51
			20	00	00	25
		15	15	00	05	31
			16	00	11	38
			25	00	11	38
		24	5	00	11	38
			6/1	00	10	37
			6/2	00	00	25
			15	00	07	33
		36	12/1	00	00	76
			12/2	00	00	25
			18/1	00	01	26
			18/2	00	05	06
			19/1	00	04	05
			19/2	00	01	52
			23	00	07	84

1	2	3	4	5	6	7
Kotll		37	3/2	00	09	61
			7	00	04	55
			8	00	06	83
			13	00	00	25
			14	00	09	61
			17	00	11	13
			24	00	09	61
		-	51	00	01	52
Dodara	64	3	15	00	03	29
			16	00	11	38
			25	00	10	88
		4	21	00	00	25
		15	1	00	06	07
			10	00	08	09
			11	00	11	38
			20	00	11	13
			21	00	11	13
		16	5	00	05	56
			6/1	00	00	25
			6/2	00	00	25
		24	1	00	11	38
			9	00	00	25
	64	24	10	00	11	38
			11	00	08	09
			12	00	03	04
			19	00	07	59
			20	00	03	54
			21	00	00	25
			22/1	00	10	12
		35	2	00	11	13
			9	00	11	38
			12	00	11	13
			19	00	11	38
			22	00	09	86
		41	2	00	11	63
			9	00	10	62
			10/3	00	01	26
			11/1	00	00	25
			11/2	00	08	85
			12/1	00	02	53
			20/1/1	00	09	36
			20/1/2	00	01	01

1	2	3	4	5	6	7
Dodara			20/2/2/1	00	01	26
			20/2/2/3	00	00	25
			21/1	00	05	06
			21/2/1	00	04	81
			21/2/2	00	01	52
		49	1	00	09	61
			10	00	01	26
		50	5	00	02	28
			6	00	10	12
			15	00	11	63
			16	00	10	62
			25	00	02	78
			64	00	01	52
			66	00	01	77
			144	00	01	01
			158	00	00	25
Bhedpuri	63	4	14	00	11	63
			16	00	01	77
			17	00	09	86
			24	00	01	26
			25	00	10	62
		17	5/1	00	09	36
			5/2	00	00	51
	63	17	6	00	10	62
			15/1	00	07	59
			15/2	00	03	54
			16	00	10	62
			25	00	11	13
		21	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	08	85
			25	00	11	13
		31	5	00	11	13
			6	00	11	13
			15	00	11	13
			16/1	00	10	62
			16/2	00	00	51
			25/1	00	00	25
			25/2	00	11	13
		36	5	00	10	62
			6/1	00	01	01

1	2	3	4	5	6	7
Bhedpuri			6/2	00	05	31
			15	00	08	85
			80	00	02	78
			91	00	00	51
			177	00	00	51
Bhamna	88	13	17/1	00	10	62
			24	00	11	13
			25	00	00	25
		27	4	00	07	59
			5	00	03	54
			6	00	08	60
			7	00	02	53
			14/1	00	00	25
			15	00	11	38
			16	00	11	38
			25	00	11	13
		34	11	00	00	25
			20/1	00	01	01
			20/2	00	00	51
			21	00	07	08
			5	00	11	38
	88	35	6/1	00	11	38
			15	00	10	37
			16	00	04	55
			25/2	00	01	52
			51	00	00	25
			52	00	10	88
			10/1	00	02	53
			10/2	00	08	85
			11/1	00	08	35
			11/2	00	03	04
			20	00	11	38
			21/1	00	08	09
			21/2	00	00	25
		59	1	00	11	38
			2	00	00	25
			9	00	00	51
			10	00	10	62
			11	00	09	11
			12	00	02	02
			19/1	00	00	25
			19/2/1	00	03	54

1	2	3	4	5	6	7
Bhamna			19/2/2	00	00	25
			20/1	00	06	83
			20/3	00	00	25
			21/1	00	05	31
			21/2	00	00	25
			22/1	00	05	31
			22/2	00	00	25
		80	1	00	04	05
			2	00	07	08
			9	00	09	11
			10	00	02	02
			11/2	00	00	51
			12	00	10	62
			19	00	11	13
			20	00	00	25
			22	00	11	13
		101	2	00	11	13
			9	00	11	13
			12	00	11	13
			19	00	11	13
			22	00	09	61
			26	00	00	51
		120	2	00	11	13
			9	00	11	13
88		120	12/1	00	05	56
			12/2	00	05	56
			19/1	00	01	52
			19/2	00	06	07
			21	00	00	76
			22	00	12	14
		145	2	00	12	39
			3	00	00	76
			8	00	12	14
			9	00	00	76
			13	00	09	86
			14	00	04	30
			16	00	00	25
			17	00	13	66
			24	00	03	29
			25	00	09	61
		161	5	00	12	39
			6	00	00	76

1	2	3	4	5	6	7	
Bhamnna		162	1	00	00	25	
			10	00	10	37	
			11	00	10	12	
			12	00	03	54	
			19/1	00	04	30	
			19/2	00	09	11	
			20	00	00	25	
			22/1	00	03	04	
			22/2	00	08	60	
			23	00	00	25	
		187	2	00	07	08	
			3	00	04	55	
			8/2	00	11	13	
			9	00	00	25	
			13	00	11	63	
			18	00	11	63	
			23/1	00	05	31	
			23/2	00	03	81	
			24/1	00	02	28	
		198	3	00	01	26	
			4	00	10	37	
			7	00	11	63	
		-	226	00	05	31	
			228	00	01	77	
			241	00	03	04	
	Bhamnna	88	-	523	00	00	51
			527	00	06	07	
			599	00	01	01	
			616	00	01	77	
Khangarh	89	25	9	00	04	05	
			12/1	00	00	25	
			12/2/2	00	00	25	
			13	00	09	86	
			18	00	11	38	
			23	00	11	13	
			30	3	00	11	13
				8	00	11	38
				13	00	11	38
				14	00	00	25
				17	00	04	55
				18	00	06	58
				23	00	01	01

1	2	3	4	5	6	7	
Khangarh			24	00	10	62	
		53	7	00	11	13	
			14	00	09	86	
		54	4	00	11	13	
		-	55	00	01	26	
			199	00	01	77	
			242	00	01	52	
Bishanpur	91	3	10	00	11	38	
			11	00	11	13	
			20	00	11	38	
			21	00	10	12	
			22/1	00	00	25	
			22/2	00	01	01	
			5	1	00	05	82
			2	00	04	81	
			9	00	09	11	
			10	00	02	02	
			11	00	00	25	
			12	00	11	38	
			19	00	10	62	
			22	00	11	13	
		11	2	00	11	38	
			8	00	00	25	
			9/1	00	03	81	
			9/2	00	07	33	
	12		00	11	13		
	13		00	01	52		
	18		00	06	07		
	91	11	19	00	05	06	
			22	00	00	76	
			23	00	10	37	
			16	3	00	11	13
				8	00	11	13
				13/1	00	03	29
				13/2	00	04	55
		24	18/1	00	00	25	
			18/2	00	11	13	
			23	00	11	13	
			3/1	00	02	28	
			3/2	00	08	35	
		7	00	00	51		
		8/1	00	06	07		
		8/2	00	02	53		

1	2	3	4	5	6	7
Bishanpur			13	00	11	13
			18/1	00	04	05
			18/2	00	06	07
			23/2	00	11	13
		32	3	00	11	13
			8	00	11	13
			13	00	11	13
			18	00	11	13
			23	00	11	13
		43	3	00	11	13
			8	00	11	13
			12	00	00	25
			13	00	09	11
			18/1/1	00	02	78
			18/1/2	00	03	29
			18/2	00	03	81
			19	00	01	52
			22	00	03	04
			23/1	00	08	09
		51	2/2	00	05	82
			3/1	00	06	58
			8/2	00	01	52
			75	00	02	53
			198	00	01	01
			200	00	00	51
			202	00	00	51
			224	00	01	01
Kulbarchha	61	19	7	00	01	01
			13	00	09	61
			14	00	01	52
			17/1	00	00	25
			17/2	00	04	30
			18	00	06	58
			23	00	03	29
			24	00	07	08
		36	3	00	00	51
			4	00	09	61
			7	00	11	13
			14/1	00	11	13
			17	00	11	13
			24/1	00	00	25
			24/2	00	00	13
			26	00	00	25

1	2	3	4	5	6	7
Kulbarchha		38	4/2	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24	00	10	62
			25	00	00	25
		54	4	00	09	61
			5	00	01	52
			6	00	04	55
			7	00	06	58
			14	00	03	54
			15	00	07	59
			16	00	10	12
			17	00	01	01
			24	00	00	25
			25	00	11	13
		57	5	00	11	13
			6/1/1	00	00	25
			6/2	00	11	13
			15/1	00	08	09
			15/2	00	03	04
			16	00	11	38
			25	00	11	13
		71	11	00	00	76
			20/1	00	02	02
			20/2	00	02	28
			21	00	08	60
61		72	5	00	10	12
			6	00	09	61
			15/4	00	05	56
			16/1	00	00	25
			16/2	00	01	26
		79	1	00	08	35
		-	180	00	02	02
			191	00	05	82
			260	00	00	25
			413	00	00	51
			437	00	01	01
			440	00	00	51
			438	00	00	25

1	2	3	4	5	6	7
Kadrabad	62	12	12	00	01	52
			18	00	10	62
			23	00	11	13
		14	3	00	11	13
			8	00	11	13
			13/1	00	05	82
			13/2	00	02	02
			18	00	11	13
			23	00	11	13
		27	3	00	11	13
			8	00	10	37
			13	00	00	51
			68	00	03	04

[F. No. R-25011/13/2006-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 16 मई, 2007

का. आ. 1442.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 4927 दिनांक 20 दिसंबर 2006 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचनाएं प्रकाशित कर, लिक्विफाइड पेट्रोलियम गैस (एल.पी.जी) के परिवहन के लिए हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाने हेतु, उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट, तहसील—पातड़ा, जिला—पटियाला, पंजाब राज्य की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त अधिसूचना की प्रतियां जनता को 9-12 फरवरी 2007 तक उपलब्ध करा दी गई थी;

और, उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट, भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तिथि से, केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त होकर, इंडियन ऑयल कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची						
तहसील : पातड़ा		जिला : पटियाला		राज्य : पंजाब		
गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
उगोकी	185	12	2	00	07	33
			9	00	07	08
			10	00	05	82
			11	00	12	90
			20	00	10	12
			21	00	00	25
		13	16	00	02	28
			25	00	12	39
			4	00	00	76
		20	5	00	10	88
			6	00	01	26
			7	00	12	39
			13	00	01	26
			14	00	11	89
			17	00	01	01
			18	00	10	88
			22	00	00	25
			23	00	12	39
		29	2	00	10	88
			3	00	01	77
			9	00	12	65
			11	00	08	35
			12	00	03	81
			20/1	00	00	51
			20/2	00	06	07
			21	00	07	59
		30	25	00	05	31
			4	00	00	51
			5	00	07	84
		34	6	00	10	88
			7/1	00	00	76
			15/1	00	11	38
			15/2	00	00	25
			16	00	11	38
			25	00	11	38
		44	1	00	03	04
			5/1	00	02	02
			5/2	00	06	07

1	2	3	4	5	6	7
उगोकी	185	-	65	00	05	06
			112	00	01	01
			117	00	00	51
			118	00	01	01
ननहेड़ा	80	6	7/3	00	01	77
			13	00	11	13
			18	00	11	13
			23	00	10	88
		9	3/1	00	06	58
			3/2	00	00	51
			4	00	10	62
			6	00	01	77
		10	9	00	06	32
			10	00	09	86
			12	00	10	88
			13	00	02	02
			18	00	10	12
			19/1	00	01	01
			23	00	10	88
		22	3	00	11	63
			7/1	00	00	25
			7/2	00	05	06
			8	00	06	07
			13	00	00	25
			14	00	11	63
			17	00	11	63
			24	00	10	12
			25	00	01	52
		31	4	00	01	26
			5/1	00	06	83
			5/2	00	01	26
			6/1	00	10	12
			6/2	00	00	51
			15	00	15	18
			16	00	00	25
		32	11/1	00	00	25
			20/2	00	02	53
			21	00	12	14
		43	1	00	10	88
			9/1/2	00	01	77
			9/2/2	00	00	25
			9/2/3	00	02	02
			10/1	00	07	08

1	2	3	4	5	6	7
ननहेड़ा	80	43	10/2/1	00	00	25
			10/2/2	00	00	76
			11/2	00	00	25
			12	00	11	63
			19	00	11	63
			22	00	10	62
			23	00	01	26
		59	2	00	01	77
			3	00	10	62
			8/1	00	11	13
			8/2	00	00	51
			13	00	09	86
			17	00	05	56
			18/1	00	03	81
			18/2	00	02	53
			23	00	00	25
			24	00	11	89
		69	4	00	11	63
			6	00	01	77
			7	00	10	12
			14/2	00	01	01
			15	00	09	36
			16	00	11	38
			25	00	11	38
		80	5	00	11	38
			6	00	11	13
			15	00	11	38
			16	00	08	09
			25	00	03	04
		81	11	00	00	25
			20	00	04	05
			21	00	08	60
		88	1/1	00	07	84
			1/2	00	03	81
			10	00	11	13
			11	00	11	13
			20	00	11	13
			21	00	11	13
		89	5	00	00	25
		92	1	00	10	88
			2	00	00	25
			9	00	02	78
			10	00	08	60

1	2	3	4	5	6	7
ननहेड़ा	80	92	11	00	01	01
			12	00	06	08
			19	00	10	12
			20	00	00	25
			22	00	11	38
		97	1	00	00	76
			2	00	10	62
			9	00	00	76
			10	00	11	38
			11	00	11	13
			20/1	00	01	26
		98	15	00	00	76
			16/1	00	07	33
			16/2	00	04	30
			24	00	00	25
			25	00	12	39
		101	4	00	09	11
			5/2	00	02	53
			7	00	12	14
			8	00	00	25
			13	00	08	09
			14	00	03	54
			18	00	12	39
			22	00	06	58
			23	00	05	56
		105	2	00	04	30
		-	120	00	04	30
			123	00	01	77
			143	00	02	02
			150	00	00	51
			175	00	01	01
			248	00	01	01
			249	00	01	01
			252	00	01	01
			253	00	01	01
			265	00	03	04
			282	00	01	01
			293	00	01	52
नागरी	79	2	19	00	06	83
			21	00	00	25
			22	00	11	13
		4	1	00	02	02
			2	00	11	13

1	2	3	4	5	6	7
नागरी	79	4	9	00	02	78
			10	00	01	77
			11	00	12	39
			12	00	02	02
			20	00	11	13
			21	00	11	13
		16	1	00	11	13
			10	00	11	13
			1	00	10	88
			19	00	00	25
			20	00	11	13
			21	00	05	06
			22	00	06	07
		19	1	00	00	25
			2/1	00	09	61
			2/2	00	01	77
			9	00	11	38
			12/1	00	03	04
			12/2	00	04	30
			18	00	03	54
			19	00	07	84
			22	00	00	51
			23	00	11	13
		36	3	00	11	38
			8/1	00	05	82
			8/2	00	01	01
		-	73	00	01	77
			169	00	00	51
चुपकी	78	7	4	00	04	55
			7	00	11	13
			14	00	06	58
			17	00	11	13
			24	00	11	13
			26	00	04	55
		17	4	00	10	12
			7	00	11	13
			13	00	00	51
			14	00	10	12
			17	00	00	51
			18/1	00	03	29
			18/2	00	05	06
			22	00	00	25
			23	00	12	65

1	2	3	4	5	6	7
चुपकी	78	20	2	00	02	53
			3	00	09	61
			8/2	00	05	06
			9/1	00	03	29
			9/3	00	03	04
			12	00	10	12
			13	00	00	76
			19	00	10	12
			22	00	11	13
		33	2	00	11	13
			9	00	11	13
			12/2	00	11	13
			19/1	00	00	51
			19/2	00	02	28
		-	71	00	02	53
			160	00	03	29
			161	00	01	01

[फा. सं. आर-25011/13/2006-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 16th May., 2007

S. O. 1442.—Whereas by notification of the government of India in the ministry of Petroleum and Natural gas, published in the Gazette of India vide number S.O. 4927, dated 20th December 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying a pipeline for transportation of Liquefied Petroleum Gas (LPG) from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab by the Indian Oil Corporation Limited in the Tehsil **Patran**, District **Patiala (Punjab)**.

And, whereas, the copies of the said Gazette notification were made available to the public between 9th - 12th February 2007;

And, whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And, whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is acquired;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE**Tehsil: Patran****District: Patiala****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Ugoki	185	12	2	00	07	33
			9	00	07	08
			10	00	05	82
			11	00	12	90
			20	00	10	12
			21	00	00	25
		13	16	00	02	28
			25	00	12	39
			20	00	00	76
		20	5	00	10	88
			6	00	01	26
			7	00	12	39
			13	00	01	26
			14	00	11	89
			17	00	01	01
			18	00	10	88
			22	00	00	25
			23	00	12	39
		29	2	00	10	88
			3	00	01	77
			9	00	12	65
			11	00	08	35
			12	00	03	81
			20/1	00	00	51
		30	20/2	00	06	07
			21	00	07	59
			25	00	05	31
		34	4	00	00	51
			5	00	07	84
			6	00	10	88
			7/1	00	00	76
			15/1	00	11	38
			15/2	00	00	25
			16	00	11	38
			25	00	11	38
		44	1	00	03	04
		45	5/1	00	02	02
			5/2	00	06	07

1	2	3	4	5	6	7
Ugoki	185	-	65	00	05	06
			112	00	01	01
			117	00	00	51
			118	00	01	01
Nanhera	80	6	7/3	00	01	77
			13	00	11	13
			18	00	11	13
			23	00	10	88
		9	3/1	00	06	58
			3/2	00	00	51
			4	00	10	62
		10	6	00	01	77
			9	00	06	32
			10	00	09	86
			12	00	10	88
			13	00	02	02
			18	00	10	12
			19/1	00	01	01
		22	23	00	10	88
			3	00	11	63
			7/1	00	00	25
			7/2	00	05	06
			8	00	06	07
			13	00	00	25
			14	00	11	63
			17	00	11	63
			24	00	10	12
			25	00	01	52
		31	4	00	01	26
			5/1	00	06	83
			5/2	00	01	26
			6/1	00	10	12
			6/2	00	00	51
			15	00	15	18
		32	16	00	00	25
			11/1	00	00	25
			20/2	00	02	53
			21	00	12	14
		43	1	00	10	88
			9/1/2	00	01	77
			9/2/2	00	00	25
			9/2/3	00	02	02
			10/1	00	07	08

1	2	3	4	5	6	7
Nanhera	80	43	10/2/1	00	00	25
			10/2/2	00	00	76
			11/2	00	00	25
			12	00	11	63
			19	00	11	63
			22	00	10	62
			23	00	01	26
		59	2	00	01	77
			3	00	10	62
			8/1	00	11	13
			8/2	00	00	51
			13	00	09	86
			17	00	05	56
			18/1	00	03	81
			18/2	00	02	53
			23	00	00	25
			24	00	11	89
		69	4	00	11	63
			6	00	01	77
			7	00	10	12
			14/2	00	01	01
			15	00	09	36
			16	00	11	38
			25	00	11	38
		80	5	00	11	38
			6	00	11	13
			15	00	11	38
			16	00	08	09
			25	00	03	04
		81	11	00	00	25
			20	00	04	05
			21	00	08	60
		88	1/1	00	07	84
			1/2	00	03	81
			10	00	11	13
			11	00	11	13
			20	00	11	13
			21	00	11	13
		89	5	00	00	25
		92	1	00	10	88
			2	00	00	25
			9	00	02	78
			10	00	08	60

1	2	3	4	5	6	7
Nanhera	80	92	11	00	01	01
			12	00	06	58
			19	00	10	12
			20	00	00	25
			22	00	11	38
		97	1	00	00	76
			2	00	10	62
			9	00	00	76
			10	00	11	38
			11	00	11	13
			20/1	00	01	26
	98		15	00	00	76
			16/1	00	07	33
			16/2	00	04	30
			24	00	00	25
			25	00	12	39
	101	4	00	09	11	
		5/2	00	02	53	
		7	00	12	14	
		8	00	00	25	
		13	00	08	09	
		14	00	03	54	
		18	00	12	39	
		22	00	06	58	
		23	00	05	56	
		105	2	00	04	30
			-	120	00	04
	123		00	01	77	
	143		00	02	02	
	150		00	00	51	
	175		00	01	01	
	248		00	01	01	
	249		00	01	01	
	252		00	01	01	
	253		00	01	01	
	265		00	03	04	
	282	00	01	01		
	293	00	01	52		
Nagri	79	2	19	00	06	83
			21	00	00	25
			22	00	11	13
		4	1	00	02	02
			2	00	11	13

1	2	3	4	5	6	7
Nagri	79	4	9	00	02	78
			10	00	01	77
			11	00	12	39
			12	00	02	02
			20	00	11	13
			21	00	11	13
			1	00	11	13
			10	00	11	13
			11	00	10	88
			19	00	00	25
			20	00	11	13
			21	00	05	06
			22	00	06	07
		19	1	00	00	25
			2/1	00	09	61
			2/2	00	01	77
			9	00	11	38
			12/1	00	03	04
			12/2	00	04	30
			18	00	03	54
			19	00	07	84
			22	00	00	51
			23	00	11	13
		36	3	00	11	38
			8/1	00	05	82
			8/2	00	01	01
		-	73	00	01	77
			169	00	00	51
Chupki	78	7	4	00	04	55
			7	00	11	13
			14	00	06	58
			17	00	11	13
			24	00	11	13
			26	00	04	55
		17	4	00	10	12
			7	00	11	13
			13	00	00	51
			14	00	10	12
			17	00	00	51
			18/1	00	03	29
			18/2	00	05	06
			22	00	00	25
			23	00	12	65

1	2	3	4	5	6	7
Chupki	78	20	2	00	02	53
			3	00	09	61
			8/2	00	05	06
			9/1	00	03	29
			9/3	00	03	04
			12	00	10	12
			13	00	00	76
			19	00	10	12
			22	00	11	13
		33	2	00	11	13
			9	00	11	13
			12/2	00	11	13
			19/1	00	00	51
			19/2	00	02	28
			71	00	02	53
			160	00	03	29
			161	00	01	01

[F. No. R-25011/13/2006-O.R.-I]

S.K. CHITKARA, Under Secy.

नई दिल्ली, 18 मई, 2007

क्र. अ. 1443.— केन्द्रीय सरकार को लोकाहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलायंस इंडस्ट्रिज लिमिटेड के गोवा में उत्तरा/ दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में अहमदनगर जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित हैं, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एल. आर. गोतारणे, सक्षम प्राधिकारी, रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, विशाल आर्कड दूसरी मंजिल, चिचवंड स्टेशनरोड चिचवंडगांव, पुणे - 411033, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/तहसील/तालुका : जामखेड		जिला : अहमदनगर		राज्य : महाराष्ट्र	
गांव का नाम	सर्वे नंबर / गट नंबर	आर ओ यू अंजित करने के लिये क्षेत्रफल			
		हेक्टेयर	एयर	सी एयर	
1	2	3	4	5	
1) जवका	526	00	15	03	
	527	00	22	16	
	528	00	28	68	
	529	00	28	85	
	530	00	05	98	
2) पोटेवाडी	गांव सीमा के पास गाडी रास्ता	00	04	20	
	135	00	72	77	
	136	00	04	84	
	137	00	25	65	
	118	00	35	40	
	138	00	45	70	
	140	00	10	15	
	147	00	89	22	
	146	00	25	10	
	145	00	10	36	
	गट नंबर 144 और 145 के बीच का रास्ता	00	07	20	
	144	00	45	32	
	153	00	81	34	
	155	00	20	56	
	156	00	40	38	
	157	00	25	37	
	168	00	15	89	
	169	00	69	82	
	170	00	35	86	
	167	00	22	56	
	171	00	29	55	
	172	00	28	36	
3) कन्नड	171	00	29	55	
	172	00	28	36	
	461	00	16	40	
	462	00	39	77	
	471	00	40	71	
	467	00	38	25	
	470	00	64	92	
	659	00	03	99	

1	2	3	4	5
3) नानंन (निरंतर...)	660	00	32	41
	662	00	11	21
	657	00	10	58
	656	00	79	44
	653	00	03	01
	665	00	26	01
	649	00	26	38
	666	00	11	43
	667	00	27	40
	811	00	10	55
	812	00	27	27
	813	00	11	98
गट नंबर 807 और 819 के बीच का	00	06		88
रास्ता				
	807	00	09	22
	819	00	13	68
	820	00	07	52
	806	00	58	15
	856	00	14	86
	857	00	74	14
गट नंबर 857 और 887 के बीच का	00	01		53
नाला				
	887	00	42	58
	886	00	97	30
	884	00	08	41
	972	00	29	86
	974	00	25	38
	973	00	00	41
	975	00	66	87
गट नंबर 975 और 982 के बीच का	00	01		20
गाड़ी रास्ता				
	982	00	31	01
	983	01	18	78
	966	00	66	19
	1057	00	94	80
	1059	00	34	74
	1060	00	37	69
	1061	00	00	57
	1056	00	58	24
	1055	00	53	71
गट नंबर 1054 और 1066 के बीच का	00	00		90
नाला				
	1054	00	14	74
	1066	00	82	93
गट नंबर 1054 और 1066 के बीच का	00	02		04
गाड़ी रास्ता				
	1065	01	74	66

1	2	3	4	5
3) नार्मल (निरंतर...)	1075	01	34	22
	1076	00	52	11
	1079	00	02	57
	1078	00	36	94
	1080	00	18	60
	1081	00	15	78
	1083	00	45	10
	1084	00	27	33
4) राजेवाडी	130	00	09	76
	131	00	06	05
	133	00	03	26
	135	00	00	10
	129	00	22	24
	172	00	98	20
	186	00	16	19
	185	00	34	12
	184	00	00	24
	183	00	45	85
	182	00	18	61
	201	00	48	22
5) बाबी	63	02	53	33
	59	00	02	87
	299	00	15	84
	298	00	44	48
	296	00	10	32
	297	00	35	47
	303	00	40	71
	304	00	02	87
	गट नंबर 286 में नाला	00	05	53
	286	00	07	84
	285	00	05	74
	284	00	03	55
	283	00	03	46
	282	00	02	73
	281	00	03	13
	279	00	14	35
	278	00	21	11
	गट नंबर 279 में नाला	00	01	97
	276	00	39	85
	274	00	27	05
	273	00	16	13
	272	00	11	38

1	2	3	4	5
5) बाकी (निरंतर...)	271	00	08	63
	270	00	08	47
	269	00	07	86
	265	00	14	51
	264	00	37	82
	263	00	00	23
	247	00	18	21
	248	00	88	94
	249	00	07	92
	218	00	08	43
	194	01	47	08
गट नंबर 995 और 200 के बीच का		00	07	01
रास्ता				
	195	00	57	34
	196	00	67	89
6) फक्राबाद	352	00	27	41
	353	00	44	34
	344	00	38	01
	343	00	20	32
	342	00	21	33
	341	00	90	54
	340	00	50	88
	253	00	18	73
	256	00	49	50
	257	00	22	69
	259	00	42	90
गट नंबर 260 और 265 के बीच का		00	04	60
रास्ता				
	260	00	27	03
	265	01	14	96
गट नंबर 223 में नाला		00	04	11
	223	01	07	04
	76	00	02	61
	77	00	24	29
गट नंबर 78 में नाला		00	03	10
	78	00	59	03
	88	00	07	23
	89	00	06	13
	90	00	05	97
	91	00	44	32
	92	00	32	97
	93	00	14	26
	95	00	02	13
	94	00	14	05
	117	00	37	60
	116	00	37	37
गांव सीमा के पास की नदी		00	11	29

1	2	3	4	5
7) कंजारवाडी	गाव सीमा के पास की नदी	00	11	58
	15	00	35	65
	10	00	13	23
	14	00	65	11
	19	00	21	98
	32	00	95	16
	गट नंबर 32 और 41 के बीच का रास्ता	00	07	46
	41	00	01	16
	गट नंबर 41 में ड्रेन	00	00	97
	38	01	03	06
	34	00	69	02
	35	00	35	69
8) खामगांव	गाव के सीमा के पास का गाड़ी रास्ता	00	03	80
	30	00	64	38
	33	00	57	46
	36	00	10	62
	35	00	37	14
	34	00	33	75
	गट नंबर 34 और 36 के बीच का गाड़ी रास्ता	00	04	54
	32	00	29	70
	50	00	00	34
	गट नंबर 32 और 42 के बीच का गाड़ी रास्ता	00	06	52
	42	00	22	00
	49	00	46	26
	47	00	47	10
	46	00	05	13
	70	00	79	86
	71	00	05	04
	72	00	55	21
	77	00	11	62
	76	00	17	72
	73	00	26	45
	74	00	15	99
9) अरणगांव	747	00	00	21
	746	00	32	07
	गट नंबर 742 में नाला	00	01	80
	745	00	32	63
	742	00	67	94
	741	00	45	06
	737	00	18	30
	736	00	20	75
	738	00	09	16
	गट नंबर 734 और 738 के बीच का राज्यमार्ग-53	00	09	91

1	2	3	4	5
9) अरणगांव (निरंतर...)	734	01	30	48
	733	00	16	81
	676	00	91	76
	692	00	43	75
	693	00	18	72
	694	00	61	30
	719	00	13	76
	718	00	33	70
	717	01	25	90
	716	00	30	65
	715	00	12	30
	714	00	16	03
10) डोनगांव	229	00	26	39
	230	00	36	41
	231	00	35	18
	232	00	32	06
	233	00	51	14
	234	00	75	22
	238	00	18	16
	237	00	16	37
	239	00	34	09
	241	00	09	18
गट नंबर 239 और 179 के बीच का गाड़ी रास्ता		00	01	23
	180	00	03	01
	179	00	22	38
	178	00	27	51
	175	00	45	23
गट नंबर 175 और 316 के बीच का गाड़ी रास्ता		00	09	75
	316	00	15	19
	314	00	16	07
	313	00	19	30
	312	00	15	34
	311	00	20	49
	310	00	06	61
गट नंबर 311 और 317 के बीच नाला		00	14	40
	317	00	08	48
	309	00	07	89
	307	00	13	67
	306	00	14	01
	302	00	23	50
गट नंबर 306 और 302 के बीच का गाड़ी रास्ता		00	01	50
	301	00	30	21
	299	00	11	66

1	2	3	4	5
10) डोनांव (निरंतर...)	297	00	12	95
	298	00	13	65
	295	00	20	72
	293	00	14	41
	292	00	10	45
	288	00	12	90
	287	00	08	27
	286	00	07	22
	281	00	22	65
	280	00	14	26
	275	00	04	67
	384	00	12	51
	385	00	45	81
	गट नंबर 386 में रास्ता	00	02	40
	386	00	46	87
मंडल/तहसील/तालुका : अहमदनगर	जिला : अहमदनगर			राज्य : महाराष्ट्र
1) बटेफळ	गाव सीमा के पक्ष की नदी	00	12	08
	233	01	17	86
	223	00	65	66
	221	00	06	21
	220	00	41	17
	219	00	35	12
	218	00	33	21
	217	00	00	58
2) साकता - खुर्द	53	00	41	78
	54	01	39	02
	55	00	00	34
	गट नंबर 55 और 56 के बीच का रास्ता	00	03	63
	56	00	93	64
	गट नंबर 56 और 156 के बीच राज्यमार्ग	00	07	06
	-141			
	183	00	25	45
	गट नंबर 183 और 70 के बीच का रास्ता	00	03	01
	70	00	47	25
	68	00	25	05
	67	00	18	46
	66	00	18	51
	137	00	25	07
	136	00	29	41
	74	00	40	05
	134	00	32	25
	123	00	18	92
	122	00	28	49
	121	00	41	71
	109	00	77	57
	गट नंबर 109 में रास्ता	00	05	37

1	2	3	4	5
2) राकत - कुर्द (निरंतर...)	108	00	24	51
	160	00	32	89
	106	00	36	89
गट नंबर 105 और 106 के बीच गाड़ी		00	01	10
रास्ता				
105	00			85
103	00		22	03
102	00		30	95
87	00		56	47
101	00		25	80
100	00		56	43
गट नंबर 100 में गाड़ी रास्ता		00	01	20
99	00		53	22
98	00		28	72
97	00		48	80
3) दाकती	474	00	37	97
	473	00	06	63
	475	00	80	38
गट नंबर 475 और 480 के बीच का		00	04	69
रास्ता				
480	01		18	12
497	00		14	76
496	00		26	05
495	00		34	69
503	00		53	61
504	00		14	82
509	00		44	40
507	01		74	63
506	00		31	11
गट नंबर 506 और 544 के बीच का		00	06	05
रास्ता				
544	00		53	29
545	00		37	74
547	00		11	80
548	00		23	29
554	01		05	38
555	00		06	81
गट नंबर 555 और 561 के बीच का		00	04	32
गाड़ी रास्ता				
561	01		33	25
गट नंबर 561 और 587 के बीच का		00	05	33
गाड़ी रास्ता				
587	00		85	74
637	00		03	90
636	00		03	84
635	00		05	11
634	00		04	59
633	00		07	90

1	2	3	4	5
3) सड़की (निरंतर...)	632	00	04	87
	631	00	07	06
	630	00	05	76
	629	00	05	79
	328	00	03	45
	327	00	06	31
	326	00	05	60
	625	00	07	91
	624	00	24	03
	623	00	25	71
गट नंबर 623 और 845 के बीच का		00	06	42
रास्ता				
	845	00	61	24
	1332	00	04	91
	842	00	04	45
	843	00	05	22
	844	00	04	17
	839	00	13	07
	898	00	37	63
	899	00	34	33
	900	00	06	52
	901	00	09	03
	902	00	04	37
	903	00	06	59
	904	00	13	04
	905	00	08	95
	906	00	08	32
	907	00	07	84
गट नंबर 960 और 907 के बीच का		00	05	14
रास्ता				
	986	00	55	96
गट नंबर 986 और 670 के बीच का		00	00	78
गाड़ी रास्ता				
	670	00	07	51
	992	00	13	93
	1331	00	03	52
	965	00	11	27
	951	00	04	80
	879	00	08	10
	962	00	13	37
गट नंबर 962 और 956 के बीच का		00	02	37
रास्ता				
	956	00	99	49
	961	00	00	01
	960	00	01	36
	959	00	03	51
	958	00	05	10

1	2	3	4	5
3) बाकली (निरंतर...)	957	00	09	77
गट नंबर 957 और 956 के बीच का		00	04	56
नाला				
गट नंबर 956 के बीच का नाला		00	06	76
गट नंबर 956 और 780 के बीच का		00	05	23
रास्ता				
780	00	90	35	
778	00	24	19	
1027	00	29	74	
1028	00	04	64	
777	00	49	48	
गट नंबर 777 और 1025 के बीच का	00	01	29	
गाड़ी रास्ता				
1025	00	01	98	
1029	01	14	55	
1030	00	06	39	
गट नंबर 1030 और 1038 के बीच का	00	07	65	
रास्ता				
1038	00	46	47	
1037	00	77	34	
1036	00	67	23	
4) बाकुडी बेंड	162	00	34	83
	160	01	39	73
	161	00	05	43
गट नंबर 161 और 160 के बीच का	00	06	45	
नाला				
159	00	16	41	
158	00	15	05	
157	00	14	54	
149	00	28	28	
146	00	07	02	
147	00	07	65	
148	00	28	79	
145	00	21	48	
125	00	15	15	
139	00	05	17	
141	00	08	57	
134	00	00	33	
137	00	20	48	
136	00	23	91	
129	00	98	78	
गट नंबर 139 और 129 के बीच का	00	06	83	
राज्यमार्ग-10				
गट नंबर 129 और 76 के बीच का नाला	00	03	90	
76	00	25	23	
58	01	19	66	
गट नंबर 58 में नाला	00	06	75	

1	2	3	4	5
4) बागुड़ी बेंड (निरंतर...)	75	00	01	01
	74	00	53	17
	68	00	11	52
	69	00	38	22
	गट नंबर 69 में नाला	00	03	01
5) खड्की	84	00	63	17
	85	00	17	44
	83	00	26	20
6) सारोका कासार	134	00	17	68
	135	00	12	56
	136	00	57	37
	137	00	22	59
	138	00	31	13
	गट नंबर 138 और 142 के बीच का गड्डी	00	24	81
	रास्ता			
	142	00	62	47
	143	01	19	87
	गट नंबर 143 में नाला	00	05	74
	171	00	95	93
	172	01	03	19
	169	00	18	73
	174	00	75	34
	179	00	22	61
	180	00	61	51
	182	00	01	89
	183	00	08	33
	184	00	20	59
	185	00	03	71
	187	00	55	77
	186	00	08	80
	850	00	13	98
	गट नंबर 850 और 8 के बीच का नाला	00	16	97
	8	00	26	81
	गट नंबर 7 में रास्ता	00	04	32
	7	00	29	93
	5	00	65	27
	4	01	14	79
	3	00	00	30
	गट नंबर 3 और 770 के बीच का रास्ता	00	07	75
	770	00	61	25
	767	00	25	01
	769	00	61	15
	775	00	18	37
	776	00	45	78
	747	00	30	92
	858	00	14	58

1	2	3	4	5
6) खरोळा कासार (निरंतर...)	786	00	19	28
	787	00	05	75
	788	00	12	30
	779	00	30	33
गट नंबर 779 और 693 के बीच का		00	12	43
रास्ता	693	00	45	74
	691	00	07	10
	692	00	02	11
	689	00	09	88
	702	00	02	19
	703	00	00	42
गट नंबर 703 और 669 के बीच का		00	00	89
गाड़ी रास्ता	669	00	02	16
	704	00	28	75
	668	00	37	79
	667	00	37	08
	666	00	34	45
मंडल/तहसील/तालुक : पारनेर	जिला : अहमदनगर			राज्य : महाराष्ट्र
1) अस्तागांव	602	00	63	81
	628	00	28	31
गट नंबर 605 और 602 के बीच का		00	07	25
नाला	622	00	34	58
	644	00	01	82
	643	00	04	96
	642	00	02	47
	647	00	54	72
	629	00	08	72
	336	00	40	49
	628	00	10	63
	639	00	05	11
	640	00	03	14
	641	00	02	46
	335	00	42	40
	605	00	20	89
	648	00	14	73
	334	00	19	88
	337	01	55	22
	649	00	15	56
गट नंबर 649 और 656 के बीच का		00	00	83
गाड़ी रास्ता	604	00	52	83
	656	00	17	30
	319	00	03	50
	658	00	39	17

1	2	3	4	5
1) अलगाव (निरंतर...)	328	00	47	15
327	00	20	48	
323	00	06	64	
326	00	44	98	
325	00	41	04	
311	00	68	62	
309	00	00	68	
313	00	05	53	
603	00	33	22	
गट नंबर 658 और 535 के बीच का रास्ता	00	10	10	
303	00	64	39	
492	00	52	45	
680	00	06	25	
302	02	45	77	
गट नंबर 535 में रास्ता	08	04	84	
535	00	19	34	
2) विपरीत गवली	191	01	58	75
190	00	69	91	
189	00	51	07	
186	00	62	99	
185	00	14	14	
146	00	44	14	
149	00	40	76	
148	00	03	20	
147	00	46	06	
152	00	04	85	
151	00	67	16	
143	00	00	80	
140	00	94	07	
141	00	05	88	
138	00	67	45	
137	00	27	68	
82	00	45	07	
116	00	34	13	
83	00	77	76	
85	00	10	97	
84	00	35	69	
71	00	42	79	
70	00	00	53	
गट नंबर 70 और 454 के बीच रास्ता	00	05	41	
454	00	81	95	
450	00	45	48	
3) खंड छजपती	154	00	42	47
153	00	49	00	
152	00	62	02	

1	2	3	4	5
3) रुई छज्जपती (निरंतर...)	155	00	18	48
	162	00	35	22
	149	00	11	16
	163	00	16	56
	164	00	02	68
गट नंबर 99 और 164 के बीच में नदी		00	19	30
	99	00	35	18
	98	00	27	35
	96	00	16	30
	94	00	33	51
	74	00	05	89
	77	00	09	74
	78	00	15	09
गट नंबर 78 और 79 के बीच का रास्ता		00	05	41
	80	00	00	37
	79	00	69	41
	66	00	61	45
	27	00	33	48
	30	00	12	48
	31	00	08	07
	32	00	13	27
	33	00	05	10
	34	00	06	17
	35	00	06	44
	39	00	65	84
	37	00	02	00
गट नंबर 37 और 38 के बीच का रास्ता		00	03	34
	38	00	40	40
गट नंबर 39 और 42 के बीच का नाला		00	06	12
	42	01	07	49
गट नंबर 42 और 44 के बीच का गाड़ी रास्ता		00	04	12
	44	00	29	23
	43	00	17	54
गाव सीमा के पास की नदी		00	12	16
4) अपधूप	गाव सीमा के पास की नदी	00	09	25
	68	00	37	79
	67	00	01	42
	69	00	45	17
	70	00	47	17
गट नंबर 70 और 71 के बीच का रास्ता		00	03	62
	71	00	71	52
	113	00	43	72
	114	00	33	04
	115	00	20	85
	116	00	13	25

1	2	3	4	5
4) अपघृष (निरंतर...)	117	00	22	71
	118	00	08	50
	119	00	12	30
	157	00	25	62
	158	00	41	62
	159	00	40	43
	160	00	14	78
	161	00	31	84
	गट नंबर 161 और 162 के बीच का गार्डी	00	00	99
	रास्ता			
	162	00	34	19
	164	00	14	40
	165	00	04	55
	गट नंबर 164 और 165 के बीच का रास्ता	00	12	07
	166	00	48	04
	170	00	20	19
	171	00	21	89
	173	00	35	65
	174	00	26	85
	177	00	29	86
	179	00	55	97
	185	00	54	67
	195	00	32	37
	194	00	25	77
	190	00	22	04
5) पक्के बुई	495	01	16	74
	486	00	17	66
	485	00	46	44
	488	00	41	96
	473	00	65	33
	465	00	18	40
	462	00	05	49
	461	00	04	50
	460	00	05	14
	459	00	05	03
	458	00	05	74
	453	00	07	41
	451	00	07	05
	449	00	16	68
	448	00	08	68
	447	00	08	51
	446	00	16	83
	443	00	15	76
	गट नंबर 443 और 442 के बीच का गार्डी	00	02	29
	रास्ता			
	442	00	35	84

1	2	3	4	5
5) पक्के खुर्द (निरंतर...)	438	00	09	43
	437	00	08	71
	429	00	16	84
	436	00	16	98
	434	00	25	70
	432	00	29	71
	435	00	00	13
	422	00	50	65
	गट नंबर 421 में गाड़ी रास्ता	00	02	81
	421	00	62	30
	383	01	62	58
	गट नंबर 383 में नाला	00	05	79
	382	00	14	52
	381	00	16	86
	380	00	33	79
	378	00	14	30
	377	00	12	18
	गट नंबर 377 और 374 के बीच का रास्ता	00	01	02
	374	00	12	06
	373	00	22	41
	371	00	10	19
	368	00	23	05
	367	00	22	08
	364	00	39	03
	203	00	20	66
	गट नंबर 203 और 199 के बीच गाड़ी रास्ता	00	07	61
	199	00	01	15
	198	00	12	85
	183	00	17	45
	182	00	04	35
	18	00	03	02
	गट नंबर 18 में नाला	00	03	38
	19	00	54	49
	20	00	11	06
	40	00	10	11
	41	00	04	07
	39	00	00	66
	42	00	08	25
	44	00	03	70
	43	00	11	44
	46	00	06	54
	45	00	01	31
	48	00	21	09
	49	00	18	77

1	2	3	4	5
5) पक्के छुई (निरंतर...)	50	00	06	04
	51	00	06	09
	52	00	04	94
	53	00	10	71
	54	00	50	47
	55	00	79	75
गट नंबर 55 और 425 के बीच रास्ता		00	03	30
	424	00	25	02
	425	00	06	40
गट नंबर 424 और 56 के बीच का गाड़ी		00	02	41
रास्ता				
	56	00	19	42
	57	00	14	28
गट नंबर 57 और 58 के बीच का रास्ता		00	02	21
	58	00	43	73
6) पक्के बुइक	525	00	04	60
	524	00	24	34
7) जातेगांव	128	00	00	72
	151	00	68	03
	150	00	05	35
	149	00	04	76
	148	00	10	95
	147	00	29	88
	145	00	03	09
	146	00	21	06
	143	00	30	38
	156	00	03	11
	157	00	66	15
गट नंबर 157 और 141 के बीच का रास्ता		00	04	02
	141	00	01	27
	142	00	12	35
	159	00	91	68
	206	00	27	19
	207	00	30	17
	205	00	28	11
	204	00	09	59
	193	00	28	91
	198	00	05	77
	197	00	34	79
गट नंबर 197 और 256 के बीच का		00	01	99
गाड़ी रास्ता				
	256	00	46	67
	273	00	24	66
	274	00	45	06
गट नंबर 274 में नाला		00	05	03
	275	00	17	52

1	2	3	4	5
7) जातेगांव (निरंतर...)	276	00	18	69
	277	00	27	28
	284	00	28	43
गट नंबर 277 और 287 के बीच नाला		00	10	24
	287	00	19	27
	285	00	59	14
	286	00	01	04
	289	00	18	78
8) नारायण गव्हाण	498	00	52	70
	502	00	06	77
	504	00	21	32
	503	00	44	47
	506	00	20	34
	497	00	71	75
	512	00	00	12
	495	00	35	53
	494	00	88	67
	516	00	47	08
	493	00	19	52
	483	00	48	85
गट नंबर 424 में गाड़ी रास्ता		00	01	10
	424	00	44	86
	481	00	57	29
	461	00	00	87
	479	00	00	66
	478	00	01	78
	462	00	48	86
गट नंबर 464 और 484 के बीच का नाला		00	03	28
	464	00	16	25
	463	00	31	84
	452	00	08	69
	451	00	06	73
	450	00	18	30
	449	00	16	41
	448	00	18	40
	447	00	96	07
9) पिंढनेर	609	00	33	98
	587	00	26	75
	586	00	29	72
गट नंबर 586 और 588 के बीच का नाला		00	09	16
	588	00	80	92
	585	00	00	23
	364	00	18	95
	589	00	03	04

1	2	3	4	5
9) विप्रेक्षित (निरंतर...)	362	00	37	70
	361	00	37	13
	460	00	11	77
गट नंबर 360 और 361 के बीच का गायी		00	01	89
रास्ता				
	351	00	14	50
	468	00	03	92
	352	00	14	41
	365	00	47	55
	353	00	15	37
	350	00	15	06
	356	00	07	12
	355	00	08	52
	354	00	15	49
गट नंबर 365 और 459 के बीच का गायी		00	01	31
रास्ता				
	469	00	02	26
	470	00	01	39
	325	00	46	90
	459	00	26	99
	473	00	04	15
गट नंबर 455 और 471 के बीच का गायी		00	02	02
रास्ता				
	471	00	12	64
	475	00	04	63
	455	00	32	21
	541	00	02	50
	476	00	05	75
	575	01	32	80
	472	00	05	57
	479	00	06	01
	483	00	12	77
	554	00	00	73
	482	00	06	82
	481	00	07	07
	478	00	06	01
	489	00	10	09
	485	00	31	77
	382	00	07	87
	456	00	07	63
	324	01	21	09
	486	00	74	90
	474	00	04	63
	545	00	10	63
	542	00	49	36
	543	00	20	49

1	2	3	4	5
9) पिंऊनेर (निरंतर...)	गट नंबर 488 और 542 के बीच का गाड़ी रास्ता	00	02	34
	गाव सीमा के पास का राज्यमार्ग-50	00	07	42
	477	00	05	55
	544	00	17	55
	573	00	48	78
	574	00	23	23
	547	00	44	44
	487	00	06	18
	553	00	07	53
10) रकिगण घेरपळ	188	00	85	63
	गट नंबर 188 में गाड़ी रास्ता	00	06	64
	गट नंबर 188 में कॅनाल	00	16	60
	189	00	47	31
	298	00	27	95
	297	00	25	81
	296	00	20	27
	295	00	21	75
	244	00	08	24
	247	00	12	42
	248	00	11	76
	249	00	13	81
	250	00	07	13
	251	00	06	37
	263	00	59	49
	गट नंबर 263 और 162 के बीच का गाड़ी रास्ता	00	02	78
	162	00	61	36
	गट नंबर 317 और 162 के बीच का ताला	00	03	13
	317	00	00	69
	319	00	27	88
	321	00	09	72
	322	00	26	70
	323	00	12	62
	गट नंबर 323 और 62 के बीच का रास्ता	00	05	11
	62	00	23	03
	गट नंबर 62 और 16 के बीच का रास्ता	00	05	22
	16	00	14	61
	गट नंबर 16 में कॅनाल	00	00	60
	17	00	28	80
	गट नंबर 16 और 17 में गाड़ी रास्ता	00	04	68
	18	00	17	44
	22	00	32	70
	21	00	17	31

1	2	3	4	5
10) राळेगण घेरपळ (निरंतर...)	20	00	14	51
	गट नंबर 20 और 448 के बीच की नदी	00	13	27
	448	00	11	43
	449	00	00	71
	119	00	11	41
	450	00	19	99
	438	00	05	02
	458	00	27	39
	437	00	23	00
	गट नंबर 434 और 436 के बीच का नाला	00	01	89
	436	00	01	53
	433	00	04	19
	434	00	48	42
	435	00	09	26
	415	00	01	82
	430	00	14	60
	416	00	33	59
	417	00	15	89
	418	00	10	85
	419	00	12	58
	421	00	08	84
	420	00	31	15
11) कोडकडी	गाव सीमा के पास का गाड़ी रास्ता	00	00	94
	355	00	15	41
	358	00	00	98
	354	00	02	03
	351	00	28	11
	350	00	09	87
	349	00	13	79
	348	00	68	84
	396	00	03	63
	330	00	10	78
	329	00	28	35
	331	00	24	20
	328	00	91	45
	गट नंबर 328 और 324 के बीच नाला	00	04	48
	324	00	13	44
	321	00	28	80
	319	00	28	23
	318	00	29	45
	315	00	14	46
	314	00	08	18
	313	00	06	99
	304	00	50	38

1	2	3	4	5
11) कोरकडी (निरंतर...)	303	00	15	97
	302	00	22	51
	301	00	20	21
	300	00	15	48
	299	00	23	42
	198	00	57	15
	199	00	41	87
गट नंबर 199 और 200 के बीच का रास्ता	00	10	47	
गट नंबर 199 और 200 के बीच का कॅनल	00	01	27	
200	00	05	68	
197	00	17	87	
गट नंबर 197 में कॅनल	00	03	43	
196	00	13	65	
189	00	24	24	
184	00	05	34	
188	00	53	03	
गट नंबर 188 में कॅनल	00	00	92	
166	00	50	23	
165	00	46	83	
164	00	38	94	
163	00	33	27	
167	00	18	00	
गट नंबर 167 में नाला	00	11	94	
168	01	03	68	
गाव सीमा के पास की नदी	00	24	13	
12) हकीगतपुर	62	00	10	02
	65	00	23	72
गट नंबर 66 में कॅनल	00	04	81	
66	00	20	90	
67	00	24	95	
68	00	14	46	
69	00	14	63	
70	00	23	03	
71	00	22	03	
72	00	21	29	
73	00	23	84	
74	00	75	93	
गट नंबर 74 और 266 के बीच का रास्ता	00	05	94	
266	00	51	01	
गट नंबर 265 और 266 के बीच का नाला	00	09	36	

1	2	3	4	5
12) हकीमतपुर (निरंतर...)	265	00	00	30
	273	00	17	64
	271	00	28	08
	272	00	06	94
	270	00	28	84

[फा. सं. एल-14014/7/2007-जी. पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 18th May, 2007

S. O. 1443.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/ Southern offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited to the various consumers of Ahmednagar District in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Transportation Infrastructure Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub - section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to Shri L. R. Gotarne, Competent Authority, Reliance Gas Transportation Infrastructure Limited, Vishal Arcade, 2nd floor, Chinchwad Station Road, Chinchwadgaon, Pune-411033, Maharashtra State.

Schedule

Mandal/Thesil/Taluk: Jamkhed		District: Ahmednagar		State : Maharashtra	
Village	Survey No./Sub-division No.	Area to be acquired for ROU			
		Hectare	Are	C-Are	
1	2	3	4	5	
1) Jawale	526	00	15	03	
	527	00	22	16	
	528	00	28	68	
	529	00	28	85	
	530	00	05	98	
2) Potewadi	Cart Track at Village Boundary	00	04	20	
	135	00	72	77	
	136	00	04	84	
	137	00	25	65	
	118	00	35	40	
	138	00	45	70	
	140	00	10	15	
	147	00	89	22	

1	2	3	4	5
2) Patavadi Comm.	146	00	25	10
	145	00	10	36
	Road between Gat No. 144 & 145	00	07	20
	144	00	45	32
	153	00	81	34
	155	00	20	56
	156	00	40	38
	157	00	25	37
	168	00	15	89
	169	00	69	82
	170	00	35	86
	167	00	22	56
	171	00	29	55
	172	00	28	36
3) Nannaj	171	00	29	55
	172	00	28	36
	461	00	16	40
	462	00	39	77
	471	00	40	71
	467	00	38	25
	470	00	64	92
	659	00	03	99
	660	00	32	41
	662	00	11	21
	657	00	10	58
	656	00	79	44
	653	00	03	01
	665	00	26	01
	649	00	28	38
	666	00	11	43
	667	00	27	40
	811	00	10	55
	812	00	27	27
	813	00	11	98
	Road between Gat No. 807 & 819	00	06	88
	807	00	09	22
	819	00	13	68
	820	00	07	52
	806	00	58	15
	856	00	14	86
	857	00	74	14
	Nala between Gat No. 857 & 887	00	01	53
	887	00	42	58
	886	00	97	30
	864	00	08	41
	972	00	29	86
	974	00	25	38
	973	00	00	41
	975	00	66	87

1	2	3	4	5
3) Nannaj (Contd....)	Cart Track beetween Gat No. 975 &	00	01	20
	982			
	982	00	31	01
	983	01	18	78
	966	00	66	19
	1057	00	94	80
	1059	00	34	74
	1060	00	37	69
	1061	00	00	57
	1056	00	58	24
	1055	00	53	71
	Nala beetween Gat No. 1054 & 1066	00	00	90
	1054	00	14	74
	1066	00	82	93
	Cart Track beetween Gat No. 1054 &	00	02	04
	1066			
	1065	01	74	66
	1075	01	34	22
	1076	00	52	11
	1079	00	02	57
	1078	00	36	94
	1080	00	18	60
	1081	00	15	78
	1083	00	45	10
	1084	00	27	33
4) Rajewadi	130	00	09	76
	131	00	06	05
	133	00	03	26
	135	00	00	10
	129	00	22	24
	172	00	98	20
	186	00	16	19
	185	00	34	12
	184	00	00	24
	183	00	45	85
	182	00	18	61
	201	00	48	22
5) Bavi	63	02	53	33
	59	00	02	87
	299	00	15	84
	298	00	44	48
	296	00	10	32
	297	00	35	47
	303	00	40	71
	304	00	02	87
	Nala in Gat No. 286	00	05	53
	286	00	07	84
	285	00	05	74
	284	00	03	55
	283	00	03	46

1	2	3	4	5
5) Bavi (Contd....)	282	00	02	73
	281	00	03	13
	279	00	14	35
	278	00	21	11
	Nala in Gat No. 279	00	01	97
	276	00	39	85
	274	00	27	05
	273	00	16	13
	272	00	11	38
	271	00	08	63
	270	00	08	47
	269	00	07	86
	265	00	14	51
	264	00	37	82
	263	00	00	23
	247	00	18	21
	248	00	88	94
	249	00	07	92
	218	00	08	43
	194	01	47	08
	Road between Gat No. 195 & 200	00	07	01
	195	00	57	34
	196	00	67	89
6) Fakrabad	352	00	27	41
	353	00	44	34
	344	00	38	01
	343	00	20	32
	342	00	21	33
	341	00	90	54
	340	00	50	88
	253	00	18	73
	256	00	49	50
	257	00	22	69
	259	00	42	90
	Road between Gat No. 260 & 265	00	04	60
	260	00	27	03
	265	01	14	96
	Nala in Gat No. 223	00	04	11
	223	01	07	04
	76	00	02	61
	77	00	24	29
	Nala in Gat No. 78	00	03	10
	78	00	59	03
	88	00	07	23
	89	00	06	13
	90	00	05	97
	91	00	44	32
	92	00	32	97
	93	00	14	26

1	2	3	4	5
6) Ferozabad (contd.)	95	00	02	13
	94	00	14	05
	117	00	37	60
	116	00	37	37
	River at Village Boundary	00	11	29
7) Vanjarwadi	River at Village Boundary	00	11	58
	15	00	35	65
	10	00	13	23
	14	00	65	11
	19	00	21	98
	32	00	95	16
	Road between Gat No. 32 & 41	00	07	46
	41	00	01	16
	Drain in Gat No. 41	00	00	97
	38	01	03	06
	34	00	69	02
	35	00	35	69
8) Khamgaon	Cart Track at Village Boundary	00	03	60
	30	00	64	38
	33	00	57	46
	36	00	10	62
	35	00	37	14
	34	00	33	75
	Cart Track between Gat No. 34 & 36	00	04	54
	32	00	29	70
	50	00	00	34
	Cart Track between Gat No. 32 & 42	00	06	52
	42	00	22	00
	49	00	46	26
	47	00	47	10
	46	00	05	13
	70	00	79	86
	71	00	05	04
	72	00	55	21
	77	00	11	62
	76	00	17	72
	73	00	26	45
	74	00	15	99
9) Arangaon	747	00	00	21
	746	00	32	07
	Nala in Gat No. 742	00	01	80
	745	00	32	63
	742	00	67	94
	741	00	45	06
	737	00	18	30
	736	00	20	75
	738	00	09	16
	State Highway 53 between 734 & 738	00	09	91

1	2	3	4	5
9) Arangaon (Contd....)	734	01	30	48
	733	00	16	81
	676	00	91	78
	692	00	43	75
	693	00	18	72
	694	00	61	30
	719	00	13	76
	718	00	33	70
	717	01	25	90
	716	00	30	65
	715	00	12	30
	714	00	16	03
10) Dongaon	229	00	26	39
	230	00	36	41
	231	00	35	18
	232	00	32	06
	233	00	51	14
	234	00	75	22
	238	00	18	16
	237	00	16	37
	239	00	34	09
	241	00	09	18
	Cart Track between Gat No. 239 & 179	00	01	23
	180	00	03	01
	179	00	22	38
	178	00	27	51
	175	00	45	23
	Cart Track between Gat No. 175 & 316	00	09	75
	316	00	15	19
	314	00	16	07
	313	00	19	30
	312	00	15	34
	311	00	20	49
	310	00	06	61
	Nala between Gat No. 311 & 317	00	14	40
	317	00	08	48
	309	00	07	89
	307	00	13	67
	306	00	14	01
	302	00	23	50
	Cart Track between Gat No. 306 & 302	00	01	50
	301	00	30	21
	299	00	11	66

1	2	3	4	5
10) Dongaon (Contd....)	297	00	12	95
	296	00	13	65
	295	00	20	72
	293	00	14	41
	292	00	10	45
	288	00	12	90
	287	00	08	27
	286	00	07	22
	281	00	22	65
	280	00	14	26
	275	00	04	67
	384	00	12	51
	385	00	45	81
	Nala in Gat No. 386	00	02	40
	386	00	46	87
Mandal/Thesi/Taluk: Ahmednagar	District: Ahmednagar	State : Maharashtra		
1) Watephal	River at Village Boundary	00	12	08
	233	01	17	86
	223	00	65	66
	221	00	06	21
	220	00	41	17
	219	00	35	12
	218	00	33	21
	217	00	00	58
2) Sakat - Khurd	53	00	41	78
	54	01	39	02
	55	00	00	34
	Road between Gat No. 55 & 56	00	03	63
	56	00	93	64
	State Highway-141 between Gat No. 56 & 156	00	07	06
	183	00	25	45
	Road between Gat No. 183 & 70	00	03	01
	70	00	47	25
	68	00	25	05
	67	00	18	46
	66	00	18	51
	137	00	25	07
	136	00	29	41
	74	00	40	05
	134	00	32	25
	123	00	18	92
	122	00	28	49
	121	00	41	71
	109	00	77	57

1	2	3	4	5
2) Sakat - Khurd (Contd...)	Road in Gat No. 109	00	05	37
	108	00	24	51
	160	00	32	89
	106	00	36	89
	105	00	18	85
	Cart Track between Gat No. 105 &	00	01	10
	106			
	103	00	22	03
	102	00	30	95
	87	00	56	47
	101	00	25	80
	Cart Track in Gat No. 100	00	01	20
	100	00	56	43
	99	00	53	22
	98	00	28	72
	97	00	48	80
3) Walki	474	00	37	97
	473	00	06	63
	475	00	80	38
	Road between Gat No. 475 & 480	00	04	69
	480	01	18	12
	497	00	14	76
	496	00	26	05
	495	00	34	69
	503	00	53	61
	504	00	14	82
	509	00	44	40
	507	01	74	63
	506	00	31	11
	Road between Gat No. 506 & 544	00	06	05
	544	00	53	29
	545	00	37	74
	547	00	11	80
	548	00	23	29
	554	01	05	38
	555	00	06	81
	Cart Track between Gat No. 555 &	00	04	32
	561			
	561	01	33	25
	Cart Track between Gat No. 561 &	00	05	33
	587			
	587	00	85	74
	637	00	03	90
	636	00	03	84
	635	00	05	11
	634	00	04	59

1	2	3	4	5
3) Walki (Contd...)	633	00	07	90
	632	00	04	87
	631	00	07	06
	630	00	05	76
	629	00	05	79
	328	00	03	45
	327	00	06	31
	326	00	05	60
	625	00	07	91
	624	00	24	03
	623	00	25	71
	Road between Gat No. 623 & 845	00	06	42
	845	00	61	24
	1332	00	04	91
	842	00	04	45
	843	00	05	22
	844	00	04	17
	839	00	13	07
	898	00	37	63
	899	00	34	33
	900	00	06	52
	901	00	09	03
	902	00	04	37
	903	00	06	59
	904	00	13	04
	905	00	08	95
	906	00	08	32
	907	00	07	84
	Nala between Gat No. 907 & 986	00	05	14
	986	00	55	96
	Cart Track between Gat No. 986 &	00	00	78
	670			
	670	00	07	51
	992	00	13	93
	1331	00	03	52
	965	00	11	27
	951	00	04	80
	879	00	08	10
	962	00	13	37
	Road between Gat No. 962 & 956	00	02	37
	956	00	99	49
	961	00	00	01
	960	00	01	36
	959	00	03	51
	958	00	05	10

1	2	3	4	5
3) Walki (Contd...)	957	00	09	77
	Nala between Gat No. 957 & 956	00	04	56
	Nala in Gat No. 956	00	06	76
	Road between Gat No. 956 & 780	00	05	23
	780	00	90	35
	778	00	24	19
	1027	00	29	74
	1028	00	04	64
	777	00	49	48
	Cart Track between Gat No. 777 &	00	01	29
	1025			
	1025	00	01	98
	1029	01	14	55
	1030	00	06	39
	Road between Gat No. 1030 & 1038	00	07	65
	1038	00	46	47
	1037	00	77	34
	1036	00	67	23
4) Baburdi Bend	162	00	34	83
	160	01	39	73
	161	00	05	43
	Nala between Gat No. 161 & 160	00	06	45
	159	00	16	41
	158	00	15	05
	157	00	14	54
	149	00	28	28
	146	00	07	02
	147	00	07	65
	148	00	28	79
	145	00	21	48
	125	00	15	15
	139	00	05	17
	141	00	08	57
	134	00	00	33
	137	00	20	48
	136	00	23	91
	129	00	98	78
	State Highway -10 between Gat	00	06	83
	No.139 & 129			
	Nala between Gat No. 129 & 76	00	03	90
	76	00	25	23
	58	01	19	66
	Nala in Gat No. 58	00	06	75
	75	00	01	01
	74	00	53	17

1	2	3	4	5
4) Baburdi Bend (Contd...)	68	00	11	52
	69	00	38	22
	Nala in Gat No. 69	00	03	01
5) Khadki	84	00	63	17
	65	00	17	44
	83	00	26	20
6) Sarola Kasar	134	00	17	68
	135	00	12	56
	136	00	57	37
	137	00	22	59
	138	00	31	13
	Road between Gat No. 138 & 142	00	24	81
	142	00	62	47
	143	01	19	87
	Nala in Gat No. 143	00	05	74
	171	00	95	93
	172	01	03	19
	169	00	18	73
	174	00	75	34
	179	00	22	61
	180	00	61	51
	182	00	01	89
	183	00	08	33
	184	00	20	59
	185	00	03	71
	187	00	55	77
	186	00	08	80
	850	00	13	98
	Nala between Gat No. 850 & 8	00	16	97
	8	00	26	81
	Road in Gat No. 7	00	04	32
	7	00	29	93
	5	00	65	27
	4	01	14	79
	3	00	00	30
	Road between Gat No. 3 & 770	00	07	75
	770	00	61	25
	767	00	25	01
	769	00	61	15
	775	00	18	37
	776	00	45	78
	747	00	30	92
	858	00	14	58
	786	00	19	28
	787	00	05	75

1	2	3	4	5
6) Sarola Kasar (Contd...)	788	00	12	30
	779	00	30	33
	Road between Gat No. 779 & 693	00	12	43
	693	00	45	74
	691	00	07	10
	692	00	02	11
	689	00	09	88
	702	00	02	19
	703	00	00	42
	Cart Track between Gat No. 703 &	00	00	89
	669			
	669	00	02	16
	704	00	28	75
	668	00	37	79
	667	00	37	08
	666	00	34	45
Mandal/Thesil/Taluka : Parner District : Ahmednagar State : Maharashtra				
1) Ashtagaon	602	00	63	81
	628	00	28	31
	Nala between Gat No. 605 & 602	00	07	25
	622	00	34	58
	644	00	01	82
	643	00	04	96
	642	00	02	47
	647	00	54	72
	629	00	08	72
	336	00	40	49
	628	00	10	63
	639	00	05	11
	640	00	03	14
	641	00	02	46
	335	00	42	40
	605	00	20	89
	648	00	14	73
	334	00	19	88
	337	01	55	22
	649	00	15	56
	Cart Track between Gat No. 649 &	00	00	83
	656			
	604	00	52	83
	656	00	17	30
	319	00	03	50
	658	00	39	17
	328	00	47	15

1	2	3	4	5
1) Ashtgaon (Contd...)	327	00	20	46
	323	00	06	64
	326	00	44	98
	325	00	41	04
	311	00	68	62
	309	00	00	68
	313	00	05	53
	603	00	33	22
	Nala between Gat No. 658 & 535	00	10	10
	303	00	64	39
	492	00	52	45
	680	00	06	25
	302	02	45	77
	Road in Gat No. 535	00	04	84
	535	00	19	34
2) Pimprigawali	191	01	58	75
	190	00	69	91
	189	00	51	07
	186	00	62	99
	185	00	14	14
	146	00	44	14
	149	00	40	76
	148	00	03	20
	147	00	46	06
	152	00	04	85
	151	00	67	16
	143	00	00	80
	140	00	94	07
	141	00	05	88
	138	00	67	45
	137	00	27	68
	82	00	45	07
	116	00	34	13
	83	00	77	76
	85	00	10	97
	84	00	35	69
	71	00	42	79
	70	00	00	53
	Road between Gat No. 70 & 454/1	00	05	41
	454	00	81	95
	450	00	45	48
3) Rui Chatrapati	154	00	42	47
	153	00	49	00
	152	00	62	02

1	2	3	4	5
3) Rui Chatrapati (Contd...)	155	00	18	48
	162	00	35	22
	149	00	11	16
	163	00	16	56
	164	00	02	68
	River between Gat No. 99 & 164	00	19	30
	99	00	35	18
	98	00	27	35
	96	00	16	30
	94	00	33	51
	74	00	05	89
	77	00	09	74
	78	00	15	09
	Road between Gat No. 78 & 79	00	05	41
	80	00	00	37
	79	00	69	41
	66	00	61	45
	27	00	33	48
	30	00	12	48
	31	00	08	07
	32	00	13	27
	33	00	05	10
	34	00	06	17
	35	00	06	44
	39	00	65	84
	37	00	02	00
	Road between Gat No. 37 & 38	00	03	34
	38	00	40	40
	Nala between Gat No. 39 & 42	00	06	12
	42	01	07	49
	Cart Track between Gat No. 42 & 44	00	04	12
	44	00	29	23
	43	00	17	54
	River at Village Boundary	00	12	16
4) Apdhup	River at Village Boundary	00	09	25
	68	00	37	79
	67	00	01	42
	69	00	45	17
	70	00	47	17
	Road between Gat No. 70 & 71	00	03	62
	71	00	71	52
	113	00	43	72
	114	00	33	04
	115	00	20	85
	116	00	13	25

1	2	3	4	5
4) Apdhup (Contd....)	117	00	22	71
	118	00	08	50
	119	00	12	30
	157	00	25	62
	158	00	41	62
	159	00	40	43
	160	00	14	78
	161	00	31	84
	Cart Track between Gat No. 161 &	00	00	99
	162			
	162	00	34	19
	164	00	14	40
	165	00	04	55
	Road between Gat No. 165 & 164	00	12	07
	166	00	48	04
	170	00	20	19
	171	00	21	89
	173	00	35	65
	174	00	26	85
	177	00	29	86
	179	00	55	97
	185	00	54	67
	195	00	32	37
	194	00	25	77
	190	00	22	04
5) Palwe Khurd	495	01	16	74
	486	00	17	66
	485	00	46	44
	488	00	41	96
	473	00	65	33
	465	00	18	40
	462	00	05	49
	461	00	04	50
	460	00	05	14
	459	00	05	03
	458	00	05	74
	453	00	07	41
	451	00	07	05
	449	00	16	68
	448	00	08	68
	447	00	08	51
	446	00	16	83
	443	00	15	76
	Cart Track between Gat No 442 &	00	02	29
	443			
	442	00	35	84

1	2	3	4	5
5) Palwe Khurd (Contd...)	438	00	09	43
	437	00	08	71
	429	00	16	84
	436	00	16	98
	434	00	25	70
	432	00	29	71
	435	00	00	13
	422	00	50	65
	Cart Track in Gat No. 421	00	02	81
	421	00	62	30
	383	01	62	58
	Nala in Gat No. 383	00	05	79
	382	00	14	52
	381	00	16	86
	380	00	33	79
	378	00	14	30
	377	00	12	18
	Road between Gat No. 377 & 374	00	01	02
	374	00	12	06
	373	00	22	41
	371	00	10	19
	368	00	23	05
	367	00	22	08
	364	00	39	03
	203	00	20	66
	Cart Track between Gat No. 203 & 199	00	07	61
	199	00	01	15
	198	00	12	85
	183	00	17	45
	182	00	04	35
	18	00	03	02
	Nala in Gat No. 18	00	03	38
	19	00	54	49
	20	00	11	06
	40	00	10	11
	41	00	04	07
	39	00	00	66
	42	00	08	25
	44	00	03	70
	43	00	11	44
	46	00	06	54
	45	00	01	31
	48	00	21	09
	49	00	18	77

1	2	3	4	5
5) Palwe Khurd (Contd...)	50	00	06	04
	51	00	06	09
	52	00	04	94
	53	00	10	71
	54	00	50	47
	55	00	79	75
	Road between Gat No. 55 & 425	00	03	30
	424	00	25	02
	425	00	06	40
	Cart Track between Gat No. 424 & 56	00	02	41
	56	00	19	42
	57	00	14	28
	Road between Gat No. 57 & 58	00	02	21
	58	00	43	73
6) Palwe Budruk	525	00	04	60
	524	00	24	34
7) Jategaon	128	00	00	72
	151	00	68	03
	150	00	05	35
	149	00	04	76
	148	00	10	95
	147	00	29	88
	145	00	03	09
	146	00	21	06
	143	00	30	38
	156	00	03	11
	157	00	66	15
	Road between Gat No. 157 & 141	00	04	02
	141	00	01	27
	142	00	12	35
	159	00	91	68
	206	00	27	19
	207	00	30	17
	205	00	28	11
	204	00	09	59
	193	00	28	91
	198	00	05	77
	197	00	34	79
	Cart Track between Gat No. 197 & 256	00	01	99

1	2	3	4	5
7) Jategaon (Contd...)	256	00	46	67
	273	00	24	66
	274	00	45	06
	Nala in Gat No. 274	00	05	03
	275	00	17	52
	276	00	18	69
	277	00	27	28
	284	00	28	43
	Nala between Gat No. 277 & 287	00	10	24
	287	00	19	27
	285	00	59	14
	286	00	01	04
	289	00	18	78
8) Narayan Gawan	498	00	52	70
	502	00	06	77
	504	00	21	32
	503	00	44	47
	506	00	20	34
	497	00	71	75
	512	00	00	12
	495	00	35	53
	494	00	88	67
	516	00	47	06
	493	00	19	52
	483	00	48	85
	Cart Track in Gat No. 424	00	01	10
	424	00	44	86
	481	00	57	29
	461	00	00	87
	479	00	00	66
	478	00	01	78
	462	00	48	86
	Nala between Gat No. 464 & 484	00	03	28
	464	00	16	25
	463	00	31	84
	452	00	08	69
	451	00	06	73
	450	00	18	30
	449	00	16	41
	448	00	18	40
	447	00	96	07
9) Pimpalner	609	00	33	98
	587	00	26	75
	586	00	29	72
	Nala between Gat No. 586 & 588	00	09	16
	588	00	80	92

1	2	3	4	5
9) Pimpalner (Contd...)	585	00	00	23
	364	00	18	95
	589	00	03	04
	362	00	37	70
	361	00	37	13
	460	00	11	77
Cart Track between Gat No. 350 &		00	01	89
	361			
	351	00	14	50
	468	00	03	92
	352	00	14	41
	365	00	47	55
	353	00	15	37
	350	00	15	05
	356	00	07	12
	355	00	08	52
	354	00	15	49
Cart Track between Gat No. 365 &		00	01	31
	459			
	469	00	02	26
	470	00	01	39
	325	00	46	90
	459	00	26	99
	473	00	04	15
Cart Track between Gat No. 455 &		00	02	02
	471			
	471	00	12	64
	475	00	04	63
	455	00	32	21
	541	00	02	50
	476	00	05	75
	575	01	32	80
	472	00	05	57
	479	00	06	01
	483	00	12	77
	554	00	00	73
	482	00	06	82
	481	00	07	07
	478	00	06	01
	480	00	10	09
	485	00	31	77
	382	00	07	87
	456	00	07	63
	324	01	21	09
	486	00	74	90
	474	00	04	63

1	2	3	4	5
9) Pimpalner (Contd...)	545	00	10	63
	542	00	49	36
	543	00	20	49
	Cart Track between Gat No. 488 & 542	00	02	34
	State Highway -50 between Village Boundary	00	07	42
	477	00	05	55
	544	00	17	55
	573	00	48	78
	574	00	23	23
	547	00	44	44
	487	00	06	18
	553	00	07	53
10) Ralegaon Tharpal	188	00	85	63
	Cart Track in Gat No. 188	00	06	64
	Canal in Gat No. 188	00	16	60
	189	00	47	31
	298	00	27	95
	297	00	25	81
	296	00	20	27
	295	00	21	75
	244	00	08	24
	247	00	12	42
	248	00	11	76
	249	00	13	81
	250	00	07	13
	251	00	06	37
	263	00	59	49
	Cart Track between Gat No. 263 & 162	00	02	78
	162	00	61	36
	Nala between Gat No. 317 & 162	00	03	13
	317	00	00	69
	319	00	27	88
	321	00	09	72
	322	00	26	70
	323	00	12	62
	Road between Gat No. 323 & 62	00	05	11
	62	00	23	03
	Road between Gat No. 62 & 16	00	05	22
	16	00	14	61
	Canal in Gat No. 16	00	00	60
	17	00	28	80
	Cart Track between Gat No. 16 & 17	00	04	68
	18	00	17	44
	22	00	32	70

1	2	3	4	5
10) Ralegaon Therpal (Contd...)	21	00	17	31
	20	00	14	51
	River between Gat No. 20 & 448	00	13	27
	448	00	11	43
	449	00	00	71
	119	00	11	41
	450	00	19	99
	438	00	05	02
	458	00	27	39
	437	00	23	00
	Nala between Gat No. 434 & 436	00	01	89
	436	00	01	53
	433	00	04	19
	434	00	48	42
	435	00	09	26
	415	00	01	82
	430	00	14	60
	416	00	33	59
	417	00	15	89
	418	00	10	85
	419	00	12	58
	421	00	08	84
	420	00	31	15
11) Kohkadi	Cart Track between Village Boundary	00	00	94
	355	00	15	41
	358	00	00	98
	354	00	02	03
	351	00	26	11
	350	00	09	87
	349	00	13	79
	348	00	68	84
	396	00	03	63
	330	00	10	78
	329	00	28	35
	331	00	24	20
	328	00	91	45
	Nala between Gat No. 328 & 324	00	04	48
	324	00	13	44
	321	00	28	80
	319	00	28	23
	318	00	29	45
	315	00	14	46
	314	00	08	18
	313	00	06	99
	304	00	50	38
	303	00	15	97
	302	00	22	51
	301	00	20	21
	300	00	15	48

1	2	3	4	5
11) Kohakadi (Contd....)	299	00	23	42
	198	00	57	15
	199	00	41	87
	Road Between Gat No. 199 & 200	00	10	47
	Canal between Gat No. 199 & 200	00	01	27
	200	00	05	68
	197	00	17	87
	Canal in Gat No. 197	00	03	43
	196	00	13	65
	189	00	24	24
	184	00	05	34
	188	00	53	03
	Canal in Gat No. 188	00	00	92
	166	00	50	23
	165	00	46	83
	164	00	38	94
	163	00	33	27
	167	00	18	00
	Nala in Gat No. 167	00	11	94
	168	01	03	68
	River at Village Boundary	00	24	13
12) Hakigatpur	62	00	10	02
	65	00	23	72
	Canal in Gat No. 66	00	04	81
	66	00	20	90
	67	00	24	95
	68	00	14	46
	69	00	14	63
	70	00	23	03
	71	00	22	03
	72	00	21	29
	73	00	23	84
	74	00	75	93
	Road between Gat No. 74 & 266	00	05	94
	266	00	51	01
	Nala between Gat No. 266 & 265	00	09	36
	265	00	00	30
	273	00	17	64
	271	00	28	08
	272	00	06	94
	270	00	28	84

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1444—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर, के पंचाट (संदर्भ संख्या 50/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2007 को प्राप्त हुआ था।

[सं. एल-40012/237/2003-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd April, 2007

S.O. 1444— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 23-4-2007.

[No. L-40012/237/2003-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR.**

Case No. CGIT/NGP/50/2004

Date: 24-01-2007

Petitioner : Shri Vasant S/o Pandurang
Party No. 1 Diwnale
R/o Danpura (Majlapur), Tehsil Akola,
Dist. Akola (M.S.)

Versus

Respondent : The Assistant Supdt. of Post
Party No. 2 Offices, (Central)
Deptt. of Post, Akola Head Office,
Near Bus Stand, Akola Dist. Akola [M.S.]

AWARD

Dated : 24th January 2007

1. The Central Government after satisfying the existence of disputes between Shri Vasant Pandurang Diwnale, R/o Danpura (Majlapur), Tehsil Akola, Dist. Akola (M.S.) Party No.1 and The Assistant Supdt. of Post Offices (Central) Deptt. of Post, Akola Head Office, Near Bus Stand, Akola Dist. Akola (M.S.) Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-40012/237/2003-IR(DU) Dt. 1-6-2004 under clause (d) of

sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Asstt. Supdt. of Post Office, Central Sub Division, Deptt. of Post Government of India, Akola (M.S.) in terminating the services of the workman Shri Vasant S/o Pandurang Diwnale, Ex GDSMD w.e.f. 30-06-2003 is just & legal?"

3. The reference came for hearing today on 24-1-2007. The perusal of record indicates that right from the date of issuing notices to him the petitioner is not attending the Tribunal. He has not filed affidavit though the case is fixed for filing his affidavit and adducing an Evidence right from the month of June 2005. In such circumstances it seems that the petitioner is not interested in continuing the case. The claim is dismissed for his default of not adducing the evidence. In the result the petition stands as dismissed for default.

Hence this award.

Dated : 24-1-2007

A.N. YADAV, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1445—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर, के पंचाट (संदर्भ संख्या 137/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2007 को प्राप्त हुआ था।

[सं. एल-40012/42/2003-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S.O. 1445— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.137/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 23-4-2007.

[No. L-40012/42/2003-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR.**

Case No. CGIT/NGP/137/2003

Date: 24-01-2007.

Petitioner : Shri Sanjay Gulabrao Arekar,
Party No. 1 R/o Ramdas Sahara, Wd. No. 99,
Juni Sukrawari, Telipura, Nagpur (M.S.)

Versus

New Delhi, the 23rd April, 2007

Respondent : The Superintendent of Post
Party No.2 Amravati District, Amravati (M.S.)

AWARD

Dated : 24th January, 2007

1. The Central Government after satisfying the existence of disputes between Shri Sanjay Gulabrao Arekar, R/o Ramdas Sahara, Wd. No. 99, Juni Sukrawari, Telipura, Nagpur (M.S.) Party No.1 and Superintendent of Post Amravati District, Amravati Party No.2 referred the same for adjudication to this Tribunal vide its Letter No. L-40012/42/2003-IR(DU) Dt. 29-5-2003 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management of Posts through its Supdt. of Posts, Amravati, Dist. Amravati in dismissing Sh. Sanjay S/o Gulabrao Arekar, ED BPM from service w.e.f. 21-5-1993 and subsequently not re-instating the said workman on an acquittal by the criminal trial court/JMFC/Dhamangaon in criminal case filed by the Management is legal, proper and Justified? If not, to what relief the said workman is entitled to?"

3. The reference came for hearing today on 24-01-2007. The perusal of record indicates that the petitioner is not attending the court from the month of September 2006 and not adducing any evidence to support his claim. He has not filed any affidavit though the case is fixed for filing it. There are no reasons at all to continue the case and wait for adducing the Evidence of the petitioner for such a long period. Today also he was absent though it was fixed for adducing the evidence i.e. for active hearing. In such circumstances the reference will have to be dismissed for his default. Hence it is order that the petition i.e. reference stands for dismissed for the default of the petitioner.

Hence this award.

Dated : 24-1-2007

A.N. YADAV, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1446—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर, के पंचाट (संदर्भ संख्या 47/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2007 को प्राप्त हुआ था।

[सं. एल-40012/66/91-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

S.O. 1446— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.47/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 23-4-2007.

[No. L-40012/66/91-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR.**

Case No. CGIT/NGP/47/2002

Date: 13-04-2007.

Petitioner : Shri Narayan Jambekar**Party No. 1** B.P.M./Mandva via Dharni, Amravati.

Versus

Respondent : The Senior Superintendent of Post Offices,**Party No.2** Amravati Division, Amravati Camp.**AWARD**

Dated: 13th April 2007

1. The Central Government after satisfying the existence of disputes between Shri Narayan Jambekar, B.P.M./Mandva via Dharni, Amravati Party No.1 and The Senior Superintendent of Post Offices, Amravati Division, Amravati Camp, Party No.2 referred the same for adjudication to this Tribunal vide its Letter No. L-40012/66/91-IR(DU) Dt. 24-25-5-1995 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management of Sr. Supdt. of Post Office, Amravati in terminating the services of Shri N. K. Jambekar, and acceptance of resignation of regular workman, Shri S. H. Ingole, after delay of nearly 2 years, without acting as per procedures is justified? If not to what relief the workman is entitled to?"

3. The claim came up to hearing on 7-8-2006 before the Tribunal. Nobody had appeared on behalf of the workman. The counsel for the Respondent is present. The petitioner as well as his counsels are not attending the case right from the year 2003. The petitioner had filed an Affidavit before C.G.I.T. Jabalpur and he was expected to offer himself for cross-examination. Right from 12-6-1996 the petitioner is not attending the court and he could not be cross-examined on behalf of the management, therefore, the affidavit cannot be considered and there are no reasons for continuing the dispute on the stage of cross-examination of the petitioner for this considerable long time. After transfer of this case from Jabalpur a notice was

issued to him, but the petitioner did not turn and offered for cross-examination. Hence the dispute is disposed off for default of the petitioner, its stands as dismissed for default.

Hence this award.

Dated : 13-04-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1447.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 52/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-2007 को प्राप्त हुआ था।

[सं. एल-40012/66/94-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S.O. 1447.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workmen, which was received by the Central Government on 23-04-2007.

[No. L-40012/66/94-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/52/2002 Date: 13/04/2007

Petitioner/ : SHRI NARAYAN JAMBEKAR,

Party No. 1 Ex. Branch Post

Master, Mandla via Dharni,

Dist. Amravati (M.S.)

Versus

Respondent/ : The Senior Superintendent of Post Offices,

Party No. 2 Amravati Division, Amravati (M. S.)

AWARD

(Dated: 13th April 2007)

1. The Central Government after satisfying the existence of disputes between Shri Narayan Jambekar, Ex. Branch Post Master, Mandla via Dharni, Amravati Party No.1 and The Senior Superintendent of Post Offices, Amravati Division, Amravati Party No. 2 referred the same

for adjudication to this Tribunal vide its Letter No. L-40012/66/94-IR(DU) Dt. 05/07/1995 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial dispute act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management of Sr. Supdt. of Post Office, Amravati in terminating the services of Shri N. K. Jambekar Extra Departmental Branch Post Master is legal and justified? If not to what relief the workman is entitled for?"

3. The claim came up to hearing on 07-08-2006 before the Tribunal. Nobody had appeared on behalf of the workman. The counsel for the Respondent is present. The petitioner as well as his counsels are not attending the case right from the year 2003. If the case was fixed for evidence on 10-03-2003 of the workman since that time nobody appeared and adduced any evidence to prove his case. In such circumstances only inference can be drawn that the petitioner is not at all interested in prosecuting the case. There are 2 cases in respect of the same cause of action. And in both cases despite of the notice after transfer from Jabalpur to this court the petitioner is not attending it. I do not find any reason to continue the claim on the same stage for more than 4 years. Hence it is dismissed for the default of the petitioner and no dispute award is sent to the Ministry.

Hence this no dispute award.

Dated : 13-04-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1448.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, रिसर्च सेंटर, हैदराबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 84 से 107 तक/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2007 को प्राप्त हुआ था।

[सं. एल-14025/1/2007-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S.O. 1448.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. No. LCID 84 to 107/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director, Research Centre, Hyderabad and their workmen, which was received by the Central Government on 23-4-2007.

[No. L-14025/1/2007-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT HYDERABAD

PRESENT

Shri. T. Ramachandra Reddy,
 Presiding Officer

Dated the 12th April, 2007

INDUSTRIAL DISPUTE L.C. NO. 107/2006

BETWEEN:

1. Varghese Mathew S/o K.M. Mathai,
 R/o 5-35, Saivihar Colony,
 Plot No. 1, Meerpet,
 R.R. Dist., Hyderabad LCID No. 84/2006
2. A.K.P. Nair S/o Krishnan Nair,
 R/o 5-28, R/o Pahadi Shariff,
 Saroornagar Mandal, Hyderabad LCID No. 85/2006
3. Sibu Mandal S/o Jeban Mandal,
 R/o 1-96, Pahadisharif,
 Saroornagar Mandal, Hyderabad LCID NO. 86/2006
4. V.A. Mathai S/o Abraham,
 R/o 4-40, —do— LCID No. 87/2006
5. P. Yadi S/o Papalal, R/o 6-94,
 —do— LCID No. 88/2006
6. B.S. Patal S/o Shiva Sharanappa,
 R/o 5-27, —do— LCID No. 89/2006
7. Md. Yaseen Ali S/o Yousef Ali
 R/o. 6-94/1—do— LCID No. 90/2006
8. M. Vijay Kumar S/o Madhavan,
 R/o 6-94, —do— LCID NO. 91/2006
9. K. Papi Reddy, S/o Chandra Reddy
 R/o 6-100—do— LCID No. 92/2006
10. K. Suresh, S/o Balraj,
 R/o 3-71, —do— LCID No. 93/2006
11. S.P. Yadalah, S/o Lingaiah,
 R/o 4-54/2, Kongarai Ravila, via
 Raganna Guda 'X' Road
 Maheswar (M) R.R. Dist-501510 LCID No. 94/2006
12. S. Sarvan Kumar S/o Veeresham,
 R/o 3-10, —do— LCID No. 95/2006
13. P. Chandrasekhar Reddy,
 S/o Buchi Reddy, R/o 3-55,
 —do— LCID No. 96/2006
14. P. Ramulu S/o P. Jangaiah,
 R/o 1-96 Pahadisharif
 Saroornagar (M),
 Hyderabad LCID No. 97/2006
15. P. Srinivas Yadav S/o Jangaiah,
 R/o 2-6—do— LCID No. 98/2006

16. P. Ramulu Goud S/o P. Venkatesh,
 R/o 2-111, PO: Kongarai Ravela, via
 Raganna Guda 'X' Road, Maheshwar
 (M) R.R. Dist-501510 LCID No. 99/2006
17. P. Chennappa S/o P. Krishtayya,
 R/o 1-28, —do— LCID No. 100/2006
18. Md. Javeed S/o Md. Basu Miya,
 R/o 18-12-418/D/30/A/1
 Kanchan Bagh, Hyderabad LCID No. 101/2006
19. P. Ramesh, S/o Veera Swamy
 R/o 1-96/1, Pahadisharif,
 Saroornagar(M) Hyderabad LCID No. 102/2006
20. K. Balaraj S/o K. Papa Rao,
 R/o 3-71, —do— LCID No. 103/2006
21. A. Yadagiri S/o Balaiah, R/o-
 3-22 PO : Kongarai Ravela, Via
 Raganna Guda 'X' Road
 Maheswar (M), R.R. Dist-501510 LCID No. 104/2006
22. N.S.S. Reddy (N. Shamsunder Reddy)
 S/o Ragupathi Reddy,
 R/o 4-132, —do— LCID No. 105/2006
23. V. Annamma S/o Vargheese,
 R/o 1-95, Pahadishrif,
 Sarroornagar (M), Hyderabad LCID No. 06/2006
24. P. Suresh S/o Jangaiah,
 R/o 6-107, -do LCID No. 107/2006

.....Petitioners

AND

1. The Secretary, Union of India,
 Ministry of Defence, New Delhi-11
2. The Director, Research Centre, Immarat
 P.O.: Vignankancha, Hyderabad-69
3. The Chief Engineer (I) (R&D)
 Picket, Secunderabad - 03
4. Mis Garrison Engineer (I) (R&D), MES
 R.C.I, P.O.: Keshavagiri, Chandrayana Gutta,
 Hyderabad - 05.
5. M/s Maruthi International, D.No. 7-2-1087/9/E Flact
 No. 103, S.S. Residence, B.K. Guda, Sanathnagar,
 Hyderabad-500 018.
6. M/s Indu Electricals Engineers & Contractor,
 H.No. 17-1-391/S/407, Singareni Colony, Saidabad,
 Hyderabad - 500 059.

.....Respondents

APPEARANCES :

- For the Petitioner : Sri V.N arasimha Goud,
 Advocate
- For the Respondent : K. Surayanarayana, Advocate

COMMON AWARD

These cases were taken on file in view of Judgement of the Hon'ble High Court of A. P. reported in 1997(3) LLJ.

2. The claim petitions are clubbed at the request of the counsels for both the parties, in LCID.-84/2006 on the ground that the questions involved in all these cases is one and same and the documents filed by the respondent are also common and respondents in all the cases are one and the same. The claim of the petitioners in all the cases is similar in nature and their claim is that they worked as Switchboard Operators, Electricians and Helpers in the electrical sub-stations of the respondents.

3. The material allegations in the petitions are that they joined the services of the second respondent in the year 1988 which is research oriented organization. The second respondent requires uninterrupted supply of power. As such, 25 electrical sub-sections were established to regulate and supply the power for operational work as well as to the residential localities of second respondent. The said 25 electrical sub-stations are being headed by the respondent No. 3 and the petitioners were engaged in the maintenance and operations of the above sub-stations and the duties of the Switchboard Operators are permanent in nature. Since the supply of electricity is indispensable to the second respondent, the sub-stations are integral part of the second respondent establishment. It is, further, submitted that treating the applicants as contract labour is bad in law, contrary to the Contract Labour Abolition and Regulation Act. Therefore, the applicants and its union represented to the Regional Labour Commissioner (C), Hyderabad for their absorption as they are discharging the work which is permanent in nature and such works were prohibited under Section 10 of Contract Labour Abolition and Regulation Act. The Regional Labour Commissioner (C) after studying the nature of work being carried by the applicants and other areas, submitted his report to the Ministry of Labour on 25-7-2002 stating that the work carried by the applicant is perennial and perennial in nature.

4. It is, further, submitted that Central Advisory Board of Contract Labour Abolition and Regulation Act recommended for prohibiting engagement of employees on contract basis in respect of maintenance and handling of the said electrical sub-stations. As such, the Government of India issued Gazette notification No. 47 dated 18-1-2006 prohibiting the engagements of contract labour in the jobs of sweeping and cleaning in the second respondent organization and also prohibited the work of operation and maintenance of electrical sub-stations in the establishment of respondent No. 3 located in second respondent premises. It is, further, submitted that the applicants union also submitted a letter to the Regional Labour Commissioner (C) to direct the respondents No. 2 & 4 to absorb the applications who are working in the maintenance and handling of the sub-stations on permanent basis. The 4th

respondent issued a letter to put an end to the contract with respondent No. 5 to avoid statutory benefits to the applicants which amounts to unfair labour practices and the oral termination of the application is in violation of Section 25 F and 25 N of ID Act.

5. It is, further, submitted that the contract alleged to have been made by the respondent is sham and bogus and created for the purpose of depriving the permanent absorption of the applicants. It is, further, submitted that the applicants came to know that there are different names of contractors through out their period of service. But the applicants have been in service from their initial date of joining till their Service were terminated. It is, further, submitted that neither the said alleged contractors nor the respondents obtained any license under Contract Labour Abolition and Regulation Act.

6. It is, further, submitted that some of the employees were working as sweepers and in the job of cleaning and whose services were terminated after the notification, 85 contract workers were taken into service through a settlement under Section 12(3) of ID Act. But the same benefit was not extended to the applicants who worked in 25 electrical sub-stations. It is, further, submitted that the applicants remained unemployed after their termination and sought relief for their re-instatement into service with all consequential benefits including back wages.

7. The respondent filed the counter affidavit of Pramod Kumar, M/s Garrison Engineer in the office of respondent No. 4 on behalf of all the respondents and denied the averments made by the petitioners. The Research Centre, Immarate which is second respondent is Research and Development Laboratory established in the 1988 to develop the Missile system indigenously to meet the requirements of all the three services of the country. The military engineering service represented by Garrison Engineer who is respondent No. 4 is responsible to provide electric power, water, construction and maintenance of roads and buildings etc. to the second respondent. The administration and management of respondents are entirely independent. It is submitted that the petitioners/applicants were never recruited/appointed by anyone of the respondents and they were engaged by the various contractors from time to time who had been awarded contracts for maintenance and manning the electrical sub-stations. The said contracts were foreclosed on 15-2-2006 in view of Gazette notification dated 18-1-2006 issued by Government of India. It is, further, submitted that the services of the applicants were never terminated since they were not recruited or appointed by the respondents and further, the applicants are not employees of the respondents. The petitioners approached the Hon'ble High Court by filing WP No.14272 of 2006 and the same was dismissed. They also approached the Central Administrative Tribunal at Hyderabad and their applications were dismissed.

8. It is, further, submitted that the 3rd and 4th respondents are responsible for providing maintenance service to respondent No. 2 and the contracts were concluded for manning, operation and maintenance including repairs to the sub-stations by respondent No. 4. The contractors had engaged various labours to carry out the work as per the terms of the contract. It is, further, submitted that some of the permanent employees of the respondent No. 3 and respondent No. 4 who are being utilized for similar nature of work for DRDL and some of the labours are now being utilized due to foreclosing of contracts in view of the prohibition under the Gazette notification. The petitioners were the discharged contract labour, are not entitled for regularisation or re-instatement.

9. It is, further, submitted that the petitioners on one hand admitted that they were contract labour and on the other hand, pleaded that they have joined the service under respondent which contradictory to each other. In fact, the petitioners are not employed directly by the principal employer and they worked under various contractors and they cannot be absorbed in the respondent department and the employees would be recruited by the respondent by conducting various tests with requisite qualifications, experience and training. In case of the contract labour, only educational qualifications, experience is being verified and the total responsibility of the works lies on contractor to carry out the work. It is, further, submitted that the works carried out by the contractor cannot be treated as perennial in nature. The petitioners might have worked with various contractors for different nature of maintenance and repair works and also submitted that the alleged continuous work in the contractor's establishment are not known to the respondent.

10. It is, further, submitted that the 4th respondent has been registered by the Regional Labour Commissioner(C), Hyderabad and the License of registration bearing No. 1/1974 dated 16-2-1974 was issued for awarding the contracts for manning the electrical sub-stations. It is, further, submitted that consequent to abolition of contract labour system in the jobs of sweeping and cleaning, 84 job contract workers have been discontinued and alternate arrangements are under examination. It is, further, submitted that second respondent/management has requested the existing contract labour engaged in various other field, to consider engaging the discontinued workers in the field work of non-perennial nature of work such as cutting and jungle clearance and cleaning of drainage etc.

11. It is, further, denied that the contracts concluded with the contractors are sham and bogus and created to deprive the rights of the petitioners for absorption in the department. The petitioners who are the workers under the contractor cannot claim the benefits of the Government employment and requested to dismiss the petitions.

12. The petitioners filed the affidavit of Varghese Mathew, Switch board Operator petitioner in LC. 84/2006 and Mr. Md. Javid Petitioner in 101/2006 employed as an Engineer on behalf of all the petitioner in support of their case and got marked the documents Ex.W1 to W4. Ex.W1 is the letter dated 25-7-2002 along with the report. Ex.W2 is the letter 21-10-2004, written by the Secretary CACLB, asking for comments, enclosing the minutes. Ex.W3 is the Gazette notification dated 18-1-2006. Ex.W4 is dated 19-4-2006 showing the settlement. As against this evidence, the respondent filed the affidavit of Pramodh Kumar, Executive Engineer in the office of Respondent No.4 and got marked the documents Exs.M1 to M18. Ex. M1 is the copy of notification dated 18-1-2006, Ex. M2 is the certified copy of contract agreement No.GE(1) RCI/HYD 39 of 20-05-06 awarded to Mis Indu Electricals, Hyderabad. Ex.M3 is the certified copy of contract agreement No.GE(1) RCI/HYD 40 of 2005-06 awarded to Mis Maruthi International, Hyderabad. Ex.M4 is the certified copy of contract Agt No.GE(1) RCI/HYD 57 of 2005-06 awarded to Mis Maruthi International, Hyderabad. EX.M5 is the copy of CTC of Agt. No.CERD/SEC-06 of 93-94. Ex. M6 is the copy of contract Agt No.GE(1) RCI/HYD 51 of 2002-03. Ex. M7 is the copy of contract Agt. No. GE(1) RCI/HYD 52 of 2002-03. EX.M8 is the copy of contract Agt. No.GE(1) RCI/HYD 69 of 2002-03. Ex. M9 is the copy of contract Agt. No.GE(1) RCI/HYD 48 of 2003-04. Ex. M10 is the copy of contract Agt No.GE(1) RCI/HYD 49 of 2003-04. Ex. M11 is the copy of contract Agt No.GE(1) RCI/HYD 66 of 2003-04. EX.M12 is the copy of contract Agt. No.GE(1) RCI/HYD 43 of 2004-05. Ex. M13 is the copy of contract Agt. No. GE(1) RCI/HYD 44 of 2004-05. Ex. M14 is the copy of contract Agt. No. GE(1) RCI/HYD 62 of 2004-05. Ex. M15 is the copy of final bill to the contractor in Agt No. GE(E)/RCI/HYD 39 of 2005-06. Ex.M16 is the copy of final bill to the contractor in Agt. No. GE(E)/RCI/HYD 40 of 2005-06. Ex. M17 is the copy of final bill to the contractor in Agt. No. GE(E)/RCI/HYD 57 of 2005-06. Ex. M18 is the copy of Form-2 dated 16-2-1974 issued by Asst. Labour Commissioner(C), Hyderabad.

13. WW1 has sworn that he and the petitioner in 85 to 95/2006 have worked as switch board operators and the petitioners in 96/2006 to 100/2006 have worked as electricians and the petitioners in 102 to 107/2006 worked as helpers in the 29 sub-stations established by respondent. No. 4 in the establishment of respondent No. 2. They worked from 1998 in the electrical sub stations which supplies uninterrupted supply of electricity to the second respondent The 4th respondent has taken the job of supply of electricity to the second respondent. As such, all the sub-stations were run under the direct control of the 4th respondent. The jobs of switch board operators, electricians and helpers are indispensable, perennial in nature. The petitioners are having sufficient qualifications and experience. As such, they were taken on the job by the 4th respondent and the 4th respondent used to depute

Junior Engineer to supervise the work of the petitioners and the petitioners used to report to him and work as per the his instructions. The petitioners have worked under the direct control of the 4th respondent and there is a relationship of employer and employee. The allegation of the respondent that the petitioners are contract workers worked under various contracts is not true and the alleged contracts are only sham and camouflage.

14. It is, further, stated that the petitioners have brought to the notice of the Government of India who in turn directed to Regional Labour Commissioner (C), Hyderabad to make an enquiry into nature of the jobs carried out by the petitioners in the sub stations and to find out whether their jobs are perennial in nature or temporary. Accordingly, Regional Labour Commissioner (C) submitted his report dated 25-7-2002 informing that all the petitioners are working continuously from 1988 onwards in the sub stations and the nature of their work is perennial and permanent in nature. The Regional Labour Commissioner(C) further, found that the similar jobs performed in some other organizations like DRDL and research organization under the control of the 4th respondent are performed by the regular employees. The Regional Labour Commissioner (C) sent a report to the Ministry of Labour along with his factual report. The report of the Commissioner was placed before the Central Advisory Contract labour Board which recommended to the Government of India to prohibit the engagements of employees on contract basis in the 4th respondent. It is also recommended to prohibiting contract workers in sweeping and cleaning in the establishment of respondent No. 2 as the nature of work is perennial in nature. Basing on the recommendations of the said board, the Government of India has abolished the contract labour system in the operations and electrical sub stations as well as cleaning and sweeping in the respondent organization through a notification dated 18-1-2006. Thereafter, the petitioners were informed on 14-2-2006 not to come for duty from the next day by the 4th respondent without giving any notice or one month pay in lieu of notice violating the provisions of Section 25 (E) and 25 (N) of ID Act. It is, further stated similarly situated workers who worked earlier as sweeper and cleaner in the second respondent organization as contract workers were taken back on duty giving assurance that their services will be regularized after sanction of the post by Government of India and this was done as per the settlements under Section 12 (3) of ID Act in between respondent No. 2 and the Union. However, the same benefits was not extended to the petitioner.

15. WW2 has stated that he joined the respondent No. 2 organization in June, 1996 as Engineer and continuously worked till he was prevented from discharging duties from 15-2-2006. His affidavit is similar with that of the WW1.

16. It is suggested to the witness that the petitioners are contract labourers and they were employed by the various contracts in the sub stations. The sub-stations were maintained by the contractors of the 4th respondent as per the terms and conditions of the contract concluded between the 4th respondent and the contractors. In view of the notification prohibiting the contract labour, the contracts were foreclosed. It is admitted by the petitioner that they approached Central Administrative Tribunal and thereafter Hon'ble High Court by filing writ Petition and that they were advised to approach this Tribunal. The MW1 has reiterated in his affidavit that the pleas taken in his counter affidavit and pleaded that the petitioner are not employed by the respondents and they worked under various contractors and there is no relationship of employer and employee and further, pleaded that the petitioners on one hand, admitted that they were contract labour and on the other hand, they stated that they have joined the service in the respondent department and further, stated that 4th respondent has been registered by the Regional Labour Commissioner (C) with registration No. 1/1974 dated 16-2-1974 to award the contract for running and maintenance of the sub stations to the contractors and the contracts were awarded to the contractors by competitive tendering and the contracts were foreclosed, in view of the notification by Government of India prohibiting the contract labour.

17. It is not in dispute that the petitioners approached the Hon'ble Central Administrative Tribunal and the same was dismissed on 2-5-2006 holding that it has no jurisdiction and the Industrial Tribunal is a proper firm to decide the matter. It is also not in dispute that the WP filed by the petitioner before the Hon'ble High Court was also dismissed observing that the petitioners are at liberty to approach proper forum for redressal of their grievances.

18. The case of the petitioner is that the petitioners are employed directly by the 4th respondent in the electrical sub stations and they are working since long time and the alleged contract system was only camouflage and sham created by the 4th respondent to deprive the petitioners of their legal rights.

19. The learned counsel for the petitioner contended that the petitioners are working continuously from 1988 under the direct control of the second respondent in the sub stations established in the premises of second respondent and the second respondent requires uninterrupted supply of electricity for running their institute and the nature of the work is perennial and permanent and the respondent in order to deprive the petitioners created sham and bogus contract alleged to have been entered by the respondent No. 4 with the contractors and further, pointed out that the ultimate control of the sub stations is under the second respondent and the petitioners are only shown as a contract labour and the contracts alleged to have been entered with respondent No. 5 and respondent No. 6 and other contractors by respondent No. 4 are only

created and the petitioners are having sufficient qualification and experience and further, contended that in a similar nature of jobs, the 4th respondent has employed regular departmental staff in DRDA and other research institution.

20. On the other hand, the Learned Counsel for the respondent contended that it is the duty of the 4th respondent to maintain and run the electrical sub stations for uninterrupted supply of electricity to the second respondent and that fourth respondent has entered into a contract for running and maintenance of the sub stations by calling the tenders and the petitioners never employed by the respondent and there is no relationship of employee and employer between them and the petitioners are the workers under the contractor concluded by respondent No. 4 and further, pointed out that the case of the petitioner before Regional Labour Commissioner (C) as well as before the Central Advisory Board that they are the employees of the contractor and further, the petitioners have taken a contradictory pleas in their petition that they are employees of the second respondent and also contract labour which is contradictory to each other and further, pointed out the documents filed by him Ex. M6 to M17. Tender cum agreement entered between 4th respondent and contractors for running and maintaining the sub stations and also final payment made to the contractors.

21. On perusing the documents Exs. W1, it is evident that the Regional Labour Commissioner (C), Hyderabad furnished his report with the covering letter dated 25-7-2002 on the working of contract labours in the works of sight Engineer, Supervisor and switch board operators, sub station electricians and helpers etc. in the establishment of respondent No. 1 in terms of the provisions of Section 10 of Contract Labour Regulation and Abolition Act, 1970. He stated that he interrogated the contract labours working under various contracts on the aforesaid jobs in the establishment of 2nd respondent. He stated that the 4th respondent herein is responsible for providing work services in the second respondent premises including electrical sub stations. He, further stated on his enquiry he found the maintenance and operation of electrical installations are entrusted to the contractors by the M/s Garrison Engineering MES (R4). The principal employer with regard to the contract labours, is M/s Garrison Engineering (R4). He also stated that the contract labours working in the establishment have been interrogated individually and the necessary statements were recorded by him and found that all the contract labours are working in the establishment of second respondent were engaged through the contractor by R4 Garrison Engineer from 1988 on words. He also gave report that the nature of jobs of the contract workers in the electrical sub stations are perennial in nature.

22. Ex. W2 is the minutes of 57th meeting of Central Advisory contract Labour Board discloses item No. 6 (1)

as follows:

"The petitioners are engaged in RCI premises from 1988 since the inception of RCI. Though the contractors have changed, they have remained the same. They are performing the jobs of maintenance of HT Electric supply sub-station as Engineers, Supervisors, Switch Board Operators, electricians, Mazdoors/helpers etc. sweeping, cleaning, dusting, maintenance of hygienes and in environment control."

He also found that the nature of the work in the electrical sub stations is perennial in nature and recommended for abolition of contract labour system under Section 10(2) of Contract Labour (Regulation and Abolition) Act, 1970. In view of the report of the Central Advisory Board, the Government of India has issued a notification prohibiting the contract labour through its notification Ex. W3. It is not in dispute that in view of this notification and 4th respondent has foreclosed contracts preventing the petitioner from attending the maintenance work.

23. The petitioner has impleaded the contractors respondent No. 5 and respondent No. 6 were alleged to have been taken contract in the year 2005. However, respondent No. 5 and respondent No. 6 are set *ex parte*.

24. Ex. M1 to M4 discloses that respondent No. 4 has concluded the contract by awarding the tenders, containing certain terms and conditions. The contractor has to engage experienced and qualified persons for running and maintenance of the sub stations. The respondent also filed documents regarding payment of contract amount to the contractors.

25. The Learned Counsel for the petitioner contended that since the respondent has taken the plea that the petitioners worked under various contractors as contract labour, the respondent failed to substantiate by producing any record and further, pointed out that in the absence of any record filed by the respondent, it has to be inferred that the petitioners are workers under the respondent No. 4. It should be noted that the burden lies on the person at whose instance that dispute is raised. The burden cannot be shifted to the respondents simply because they stated that the petitioners are contract labours under the various contractors. It is the duty of the petitioner to prove that the contract between the respondent and the contractors are sham and camouflage and brought into existence to deprive the right of the petitioner.

26. When the petitioners are claiming that they are appointed by the 4th respondent. They did not choose to file any record. Further, no record is filed that they worked directly under the control of the 4th respondent and further, the payment was made by the 4th respondent. The 4th respondent is an organization and the recruitment is to be done only by written proceedings. There cannot be a oral appointment by the Government departments. It should be noted that the case of the petitioners before the Regional

Labour Commissioner(C) is that they are the workers under the contractor. They have also taken pleas in their petition stating at one stage that they are the employees of the 4th respondent and at another stage they are the employees of the contractor. Their case before Regional Labour Commissioner (C) as well as Central Advisory Board that they are contract labours and their nature of work is perennial. As such, the contract labour has to be prohibited under section 10 of Contract Labour (Regulation & Abolition) Act. The Advisory Board also found and recommended for abolition of the jobs done by the petitioners as perennial in nature.

27. The petitioner has come up with the new plea before this Tribunal that they are employees of the 4th respondent and the alleged contract is only a bogus and sham. But the petitioners could not adduce any satisfactory evidence to substantiate their plea. On the other hand, the document produced by the respondent shows that the maintenance of the sub-stations was awarded to the contract by calling tenders and payment was accordingly made. The Learned Counsel for the petitioner was pointed out that the year of calling tenders for certain years were altered. But on perusing those documents, it appears that the printed form of the years 1992-93 were used by altering the year as 1993-94. It is stated that MWI with the relevant records were destroyed after lapse of time. The available records have been filed which shows that the electrical sub-stations were run by respondent through the contractors and the petitioners were never employed by the 4th respondent and the material on record shows that the petitioners are the employees under contractor and agitated for abolition of contract labour before the Regional Labour Commissioner(C) and Central Advisory Board. The learned counsel for the petitioner relied on 2003 LAB IC 583 Gujarat High Court which is not applicable to the facts of the case. The said ruling is that the Government of India, Ministry of Labour has referred that the dispute for Industrial Tribunal for adjudication as follows whether the action of the management of ONGC, Ahmedabad project in engaging 182 labours through various contracts in the last 5 years on the work of perennial nature is justified? In the present case, there is no such reference to decide whether the nature of work is perennial in nature. The petitioners have filed these petitions under 2(a) 2 for re-instatement with consequential benefits on the ground that they are the employees of the 4th respondent. The petitioners could not substantiate that they are the employees of the 4th respondent and the relationship of employee and employer exists between them. The ruling relied by the Learned Counsel for the petitioner 2001 SC cases 1121 is not applicable to the facts of the present case since the petitioner has failed to establish that the alleged contract between 4th respondent and respondent No.5 and respondent No.6 and other contractors is SHAM AND CAMOUFLAGE and brought into existence to deprive the

rights of the petitioners. It was observed in the said decision in para 125 at page 1174 in sub para 5 as follows :

“On issuance of prohibition notification under section 10 (1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract Labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.”

Whether the alleged contract is a mere ruse/camouflage of their legitimate benefits is a question of fact and the petitioner has to substantiate the same. In view of section 10 of Contract Labour (R&A) Act, there cannot be an automatic absorption of contract labour by the principal employer in the establishment concerned on issuance of notification under section 10(1) prohibiting the employment of contract labour. It was observed in para 89 the said ruling as follows:

“In the light of the above discussion we are unable to perceive in section 10 any implicit requirement of automatic absorption of contract labour by the principal employer in the establishment concerned on issuance of notification by the appropriate Government under section 10 (1) prohibiting employment of contract labour in a given establishment.”

It is stated by MWI that the contractor used to employ the experience and qualified persons for running and maintenance of sub stations and used to maintain the attendance register. In view of the terms and conditions of the tenders cum agreement, the 4th respondent used to supervise the work as to the uninterrupted supply of electricity to second respondent. The 4th respondent is not expected to maintain the attendance register and MW 1 has stated that in the event of unsatisfactory work of any worker we used to report to the contractor. The mere supervision of 4th respondent regarding proper working of the sub stations in order to said that they have got control over the petitioners who are working under the contractor. The responsibility of the principal contractor

under CLRA is limited to the extent that if the contractor fails to provide amenities such as drinking water, latrines, first aid box etc. The principal employee has to provide such amenities and recover the cost and expense incurred from the contract from the amount payable to him. The another responsibility of the principal employee under section 21 of CLRA is in respect of the failure of the contractor to pay the wages.

The principal employee is liable to pay the wages to the contract labour and is entitled to deduct from the amount payable to the contract. It should be noted that the petitioner never raised the plea before Regional Labour Commissioner(C) or the Central Advisory Board that the contract entered in between the contractors and 4th respondent are not genuine and mere a camouflage to deprive the workers of their benefits under the act.

28. The respondent also filed license issued by Labour Commissioner to enter into contract for running and manning sub-stations. Ex. M2 and M3 discloses that the contract was concluded by respondent No.5 & respondent No. 6 with respondent No.4 in respect of manning operations of sub-stations in the premises of respondent No. 2.

29. The burden of proving that the petitioners are contract labour, cannot be placed on the respondent No. 4 merely because it was stated that petitioners worked under various contractors. The respondent No.1 to 4 has also stated in their counter that the petitioners might have worked under various contractors. The burden lies on the petitioner to place material to conclude that the alleged contracts entered are not real, but only camouflage, created to deprive the benefits of the petitioner. The petitioner could not produce any satisfactory evidence to discharge their burden.

30. Therefore, I hold that the petitioners are not entitled for the relief of reinstatement with consequential benefits. Accordingly, an award is passed.

Dictated to Sri. P. Kanaka Raju, LDC transcribed by her and corrected by me on this the day of 12th April, 2007.

T. RAMACHANDRA RADDY, Presiding Officer

APPENDIX OF EVIDENCE

Witnesses examined for the Petitioner:

WW 1:- Varghesmathew

WW2:- Md Javid

Witnesses examined Respondent:

MW1:-Pranod Kumar

Documents marked for the Petitioner

Ex. W1 is the letter dated 25-7-2002 along with the report.

Ex.W2 is the letter 21-10-2004, written by the Secretary CACLB, asking for comments, enclosing the minutes.

Ex.W3 is the Gazette notification dated 18-1-2006.

Ex.W4 is dated 19-4-2006 showing the settlement.

Documents marked for the Respondent

Ex.M1 is the copy of notification dated 18-1-2006.

Ex.M2 is the certified copy of contract agreement No. GE(1)RCI/HYD 39 of 2005-06 awarded to M/s Indu Electricals, Hyderabad.

Ex.M3 is the certified copy of contract agreement No.GE(I) RCI/HYD 40 of 2005-06 awarded to M/s. Maruthi International, Hyderabad.

Ex.M4 is the certified copy of contract Agt No. GE(1) RCI/HYD 57 of 2005-06 awarded to M/s Maruthi International, Hyderabad.

Ex.M5 is the copy of CTC of Agt No. CERD/SEC-06 of 93-94. EX.M6 is the copy of contract Agt No. GE(1)RCI/HYD 51 of 2002-03.

Ex.M7 is the copy of contract Agt No.GE(1) RCI/HYD 52 of 2002-03.

Ex.M8 is the copy of contract Agt No.GE(1) RCI/HYD 69 of 2002-03.

Ex.M9 is the copy of contract Agt No.GE(I) RCI/HYD 48 of 2003-04.

Ex.M10 is the copy of contract Agt No.GE(I) RCI/HYD 49 of 2003-04.

Ex.M11 is the copy of contract AgtNo.GE(I) RCI/HYD 66 of 2003-04.

Ex.M12 is the copy of contract AgtNo.GE(I) RCI/HYD 43 of 2004-05.

Ex.M13 is the copy of contract Agt No.GE(I) RCI/HYD 44 of 2004-05.

Ex.M14 is the copy of contract Agt No.GE(I) RCI/HYD 62 of 2004-05.

Ex.M15 is the copy of final bill to the contractor in Agt No.GE(E)/RCI/HYD 39 of 2005-06.

Ex.M16 is the copy of final bill to the contractor in Agt No.GE(E)/RCI/HYD 40 of 2005-06.

Ex.M17 is the copy of final bill to the contractor in Agt No.GE(E)/RCI/HYD 57 of 2005-06.

Ex.M18 is the copy of Form-2 dated 16-2-1974 issued by Asst. Labour Commissioner(C), Hyderabad.

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1449—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोटा, के पंचाट (संदर्भ संख्या 50/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-04-2007 को प्राप्त हुआ था।

[सं. एल-40012/38/2000—आई. आर. (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S.O. 1449.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-cum-Labour Court, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 23-04-2007.

[No. L-40012/38/2000-IR(DU)]

SURENDRA SINGH, Desk Officer

अनुबन्ध

न्यायाधीश औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज.

पीठासीन अधिकारी-के.के.गुप्ता, आर.एच.जे.एस.

रेफ्रेन्स प्रकरण क्रमांक: ओ.न्या./केन्द्रीय-17/2000

दिनांक स्थापित : 31-7-2000

श्रम मंत्रालय

प्रसंग : भारत सरकार, नई दिल्ली के आदेशांक

एल. 40012/38/2000/आईआरडीयू दि. 29-5-2000

रेफ्रेन्स अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

पुरुषोत्तम लाल आत्मज श्री खूबचन्द व्यास निवासी बामनिया का भट्टा तह. कपासन जिला चित्तोड़गढ़

...प्रार्थी श्रमिक

एवं

टेलीकॉम डिस्ट्रिक्ट इंजीनियर, टेलीकॉम डिपार्टमेंट,
चित्तोड़गढ़/राज.

...अप्रार्थी नियोजक

उपस्थित :

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री राकेश यादव

अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री विश्वजीत शर्मा

अधिनिर्णय दिनांक : 26-3-2007

निर्णय

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त आदेश दि. 29-5-2000 के जरिये निम्न रेफ्रेन्स, औद्योगिक विवाद अधिनियम, 1947 जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :—

"Whether the action of the management of Telecom Deptt. Chittorgarh in terminating the services of

Sh. Purshottam Lal S/o Sh. Khubchand Vyas w.e.f. 3-3-99 is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. रेफ्रेन्स, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत रूप से जारी की गयी।

3. प्रार्थी श्रमिक पुरुषोत्तमलाल की ओर से क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में है यह अधिकथित किया गया है कि उसे अप्रार्थी जिला दूर संचार प्रबन्धक, जिला चित्तोड़गढ़ जिसे तदुपरान्त "अप्रार्थी नियोजक" से सम्बोधित किया जावेगा द्वारा अपने अधीन दि. 6-11-95 से च.ने. कर्मचारी के पद पर दैनिक वेतन भोगी श्रमिक के रूप में नियुक्त किया गया था तब से उसने 2-3-99 तक लगातार बिना किसी व्यवधान के कार्य करते हुए 12 माह के अन्दर 240 दिन से भी अधिक समय तक कार्य कर लिया था, तथापि अप्रार्थी नियोजक द्वारा उसे बिना कोई आरोप-पत्र दिये, जांच किये, स्पष्टीकरण व बचाव का अवसर दिये तथा नोटिस अथवा नोटिस वेतन व छटनी मुआवजा दिये दि. 3-3-99 से सेवा से पृथक कर दिया गया है जोकि अधिनियम की धारा 25-एफ एवं एन का उल्लंघन है। प्रार्थी को निश्चित अवधि के लिए नियुक्ति नहीं किया गया था बल्कि दैनिक वेतन श्रमिक के रूप में स्थाई पद पर नियुक्त किया गया था। प्रार्थी को कोई नियुक्ति-पत्र, वेतन भुगतान पर्ची, हाजिरी कार्ड आदि कुछ भी नहीं दिया गया, यह समस्त अभिलेख अप्रार्थी के कब्जे में मौजूद है। उक्त नियोजनावधि में प्रार्थी ने ही वास्तविक रूप में कार्य किया है, किन्तु बीच-बीच में दबाव डालकर भुगतान पर अलग-अलग नाम से हस्ताक्षर करवाये गये हैं और इस प्रकार कृत्रिम व्यवधान देकर दूसरे नामों से प्रार्थी के हस्ताक्षर करवाकर अन्त में कार्य-व्यवधान का झूठा बहाना लेकर प्रार्थी को सेवा से पृथक किया गया है जो अनुचित श्रम आचरण व स्वेच्छाकारी है। प्रार्थी अनुचित रूप से सेवा से हटाये जाने के बाद से निरन्तर बेरोजगार चल रहा है और कहीं भी अन्यत्र लाभकारी नियोजन में नहीं रहा है। अन्त में प्रार्थना की गयी है कि उसे पिछले सम्पूर्ण वेतन, सेवा की निरन्तरता व अन्य समस्त लाभों सहित सेवा में पुनर्स्थापित किये जाने का अनुतोष प्रदान किया जावे।

4. अप्रार्थी नियोजक की ओर उक्त क्लेम का जबाव प्रस्तुत करते हुए यह प्रतिवाद किया गया है कि प्रार्थी को कभी चतुर्थ श्रेणी कर्मचारी के रूप में नियुक्त नहीं किया गया, न ही उसे कोई नियुक्ति पत्र दिया गया; इस कारण उनके मध्य श्रमिक व नियोजक का सम्बन्ध नहीं है। विभाग में जब कभी विशेष कार्य की आवश्यकता होती थी, दैनिक वेतन पर रख लिया जाता था और कार्य समाप्ति पर स्वयं प्रार्थी दूसरी जगह काम करने लग जाता था इसलिए सेवा से पृथक किये जाने का सवाल ही पैदा नहीं होता। प्रार्थी के मामले में अधिनियम के प्रावधान लागू नहीं होते हैं, प्रार्थी को कभी नियोजन में नहीं रखा गया इस कारण उसे कोई नियुक्ति-पत्र देने व नियोजन प्रक्रिया अपनाने की आवश्यकता नहीं थी। प्रार्थी ने कभी 240 दिन तक लगातार कार्य भी नहीं किया है इस कारण अधिनियम के प्रावधानों की पालना किया जाना आवश्यक नहीं है और वह कोई अनुतोष का अधिकारी नहीं है। प्रार्थी का बेरोजगार रहना स्वीकार नहीं है, उसे कही भी दैनिक वेतन पर कार्य मिल सकता है और वह उसी आधार

पर आज भी कार्यरत है। अन्त में क्लेम प्रार्थी निराधार होने से सब्यय निरस्त किये जाने की प्रार्थना की गयी है।

5. प्रार्थी ने साक्ष्य में स्वयं का तथा अप्रार्थी नियोजक की ओर से के.एल.परिहार, मण्डल उस अभियन्ता का शपथ-पत्र प्रस्तुत कर परीक्षित करवाया गया है। पक्षकारों की ओर से प्रलेखित साक्ष्य भी प्रस्तुत की गयी है।

6. बईस पक्षकारों की सुनी गयी, पत्रावली, उपलब्ध साक्ष्य व सामग्री का ध्यानपूर्वक अवलोकन/परीशीलन किया गया।

7. प्रार्थी प्रतिनिधि का तर्क है कि प्रार्थी श्रमिक ने अप्रार्थी नियोजक के यहां लगातार कार्य किया है। उनका यह भी कथन है कि प्रार्थी ने सेवामुक्ति के पूर्ववर्ती वर्ष में 240 दिन से अधिक का कार्य किया है व उसे बिना नोटिस व मुआवजे के हटा दिया है। उनका यह भी कहना है कि अप्रार्थी ने, प्रार्थी से अलग-अलग नामों से हस्ताक्षर करवाकर भुगतान किया है ताकि उसके 240 दिन पूरे नहीं हो सके। उनका कहना है कि प्रार्थी ने कार्यालय टिप्पणी प्रदर्श डबल्यू 3 प्रस्तुत की है जिसकी असल न्यायाधिकरण ने अप्रार्थी से तलब की है, किन्तु अप्रार्थी ने उसकी असल प्रस्तुत नहीं की है। इसी तरह प्रार्थी द्वारा प्रस्तुत भुगतान बाउचर्स की फोटोप्रति प्रदर्श डबल्यू 4 जिसमें कि प्रार्थी स्वयं के नाम व अन्य नाम रंगलाल, शांतीलाल, रामेश्वर, जगदीश आदि के नाम के भुगतान का उल्लेख है, किन्तु वास्तव में प्रार्थी द्वारा ही उन नामों से कार्य करके एवं उन नामों के हस्ताक्षर करके भुगतान प्राप्त किया गया है और वे हस्ताक्षर भी देखने से प्रार्थी के द्वारा किये गये हस्ताक्षरों की लिखावट जैसे ही है, के असल भी न्यायाधिकरण द्वारा तलब किये गये, किन्तु अप्रार्थी ने असल प्रस्तुत नहीं किये हैं। अतः इस आधार पर अप्रार्थी के विरुद्ध विपरीत उपधारणा ली जानी चाहिए। उनका यह भी कथन है कि तर्क के लिए यह मान भी लिया जाए कि प्रार्थी ने उक्त अन्य नामों से कार्य नहीं किया है, तब भी अप्रार्थी के द्वारा, प्रार्थी के किये गये कार्यदिवसों के विवरण-पत्र प्रदर्श एम. 70 जो कि कम्प्यूटर द्वारा तैयार किया गया है, से अप्रैल, 98 से मार्च, 99 तक 199 कार्य दिवस बताये गये हैं। यह लगभग 11 माह के कार्य दिवस हैं क्योंकि मार्च के प्रारम्भ में ही प्रार्थी को सेवामुक्ति कर दिया गया था, अतः इसके मार्च 98 के किये गये कार्य दिवस को जोड़ा जाय तो ये कार्य दिवस 209 दिन से अधिक हो जाते हैं और इनमें नियमानुसार साप्ताहिक व राष्ट्रीय अवकाशों को भी जोड़ा जाय तो ये 240 दिन से अधिक कार्यदिवस हो जाते हैं। अप्रार्थी पक्ष का यह कथन है कि उक्त दस्तावेज के असल उनके यहां उपलब्ध नहीं हैं तथा प्रार्थी पुरुषोत्तम लाल के द्वारा किये गये कार्य के भुगतान बाउचर्स प्रदर्श एम. 19 लगायत एम. 69 उन्होंने प्रस्तुत कर दिये हैं। उन्होंने इस तथ्य को स्वीकार किया है कि प्रदर्श डबल्यू 4 के रूप में जो बाउचर्स प्रार्थी ने प्रस्तुत किये हैं वे उनके कार्यालय के ही हैं, किन्तु प्रार्थी पुरुषोत्तम के अलावा जिन अन्य कर्मचारियों के बाउचर्स हैं, वे उनके यहां उपलब्ध नहीं हैं। प्रदर्श डबल्यू 3 के सम्बन्ध में उनका कहना है कि यह फरजी दस्तावेज है। उनका यह भी कहना है कि प्रार्थी ने जिरह में स्वयं यह स्वीकार कर लिया है कि इसका भुगतान उसके नाम से ही करते थे अतः अलग-अलग नाम से उसे भुगतान किये जाने के सम्बन्ध से किया गया कथन मानने योग्य नहीं है।

8. प्रार्थी श्रमिक ने अपने क्लेम व शपथ-पत्र में यह कथन किया है कि उसको भुगतान; भुगतान बाउचर्स द्वारा किया जाता था और रजिस्टर में भी उसका इन्द्राज किया जाता था। कृत्रिम व्यवधान देकर नाजायज दबाव डालकर अलग-अलग नाम से हस्ताक्षर करवाये जाते थे जबकि वास्तव में कार्य उसके द्वारा ही किया गया है और उक्त अवधि में किये गये कार्य का भुगतान भी उसके द्वारा ही प्राप्त किया गया है। प्रार्थी द्वारा प्रस्तुत प्रदर्श डबल्यू 3 कार्यालय टिप्पणी में प्रार्थी व अन्य श्रमिक रंगलाल आदि द्वारा किये गये कार्यों का भुगतान का इन्द्राज किया गया है व उसके कॉलम सं. 7 में अधिकारियों के लघु हस्ताक्षर हैं। अप्रार्थी द्वारा प्रदर्श एम. 2 लगायत एम 69 तक जो भुगतान बाउचर्स की फोटों प्रतियां प्रस्तुत की गयी हैं, उन्होंने चैपड के डी.ए. एवं ए.ओ. के लघु हस्ताक्षर हैं और लगभग उसी तरह के लघु हस्ताक्षर प्रदर्श डबल्यू 3 के कॉलम सं. 7 में अंकित हैं। अतः प्रदर्श डबल्यू 3 के अवलोकन से ऐसा नहीं लगता कि यह दस्तावेज प्रार्थी द्वारा फरजी बनाया गया हो। इस सम्बन्ध में अप्रार्थी ने प्रार्थी से जिरह में किसी प्रकार का सुझावात्मक प्रश्न नहीं किया है कि यह दस्तावेज फरजी है और ना ही अपनी साक्ष्य में यह कहा है कि यह दस्तावेज फरजी है। किन्तु प्रार्थी ने अपनी जिरह में यह कथन किया है कि उसने 6-11-95 से लेकर 2-3-99 तक तीन अधिकारी कुमार सा., पुष्कर सा. व गुप्ता सा. के पास ही काम किया है जो उसे उसके ही नाम से पैमेन्ट देते थे। अतः उसके द्वारा यह अभिकथन करना कि उसे भिन्न-भिन्न नामों से भुगतान करते थे, सन्देहास्पद हो जाता है। अप्रार्थी की ओर से प्रदर्श एम. 70 प्रार्थी के द्वारा किये गये कार्यदिवसों का विवरण प्रस्तुत किया गया है, उसमें अप्रैल, 98 से मार्च, 99 तक 199 दिन कार्य किया जाना बताया गया है, जिसमें मार्च, 99 के प्रारम्भ तक ही ये कार्यदिवस बताये गये हैं, अतः प्रार्थी की सेवामुक्ति के पूर्ववर्ती 12 माह में मार्च, 98 में किये गये कार्यदिवसों को भी जोड़ा जाना आवश्यक है और उन्हें जोड़े जाने पर प्रार्थी के 209 दिन से अधिक कार्यदिवस हो जाते हैं। माननीय उच्चतम न्यायालय ने न्यायदृष्टांत "ए.आइ.आर." 1986 एस. सी. 458-वर्कमैन आफ अमेरिकन एक्सप्रेस इन्टरनेशनल बैंकिंग कारपोरेशन बनाम मैनेजमेन्ट ऑफ अमेरिकन एक्सप्रेस इन्टरनेशनल बैंकिंग कारपोरेशन" में यह स्पष्ट कहा है कि श्रमिक के कार्यदिवसों की गणना करते समय साप्ताहिक अवकाश व अन्य अवकाशों को भी जोड़ा जाना चाहिए। इस तरह से हस्तगत मामले से भी प्रार्थी श्रमिक के कार्यदिवसों से रविवारीय व अन्य अवकाशों को जोड़ा जाता है तो उसकी सेवामुक्ति के पूर्ववर्ती वर्ष में उसके 240 दिन से अधिक कार्यदिवस हो जाते हैं।

9. इस सम्बन्ध में कोई विवाद नहीं है कि प्रार्थी श्रमिक दैनिक वेतन भोगी कर्मचारी था, उसने स्वयं ने अपने क्लेम व साक्ष्य में इस तरह के कथन किये हैं। इस सम्बन्ध में भी कोई विवाद नहीं है अप्रार्थी द्वारा प्रार्थी श्रमिक को सेवामुक्ति से पूर्व कोई नोटिस अथवा मुआवजा आदि नहीं दिया गया है और धारा 25-एफ अधिनियम की पालना नहीं की गयी है। अतः अप्रार्थी नियोजक द्वारा प्रार्थी श्रमिक की गयी सेवामुक्ति अनुचित एवं अवैध होना पायी जाती है।

10. प्रार्थी श्रमिक ने अपनी साक्ष्य में एक अन्य व्यक्ति लक्ष्मण सिंह के पक्ष में केन्द्रीय सरकार, औद्योगिक अधिकरण एवं श्रम

न्यायालय, जयपुर द्वारा पारित पंचाट दिनांकित 19-10-2001 की फोटोप्रति प्रदर्श डब्ल्यू 5 के रूप में प्रस्तुत की है जिसके अवलोकन से यह पाया जाता है कि न्यायाधिकरण द्वारा उक्त व्यक्ति को काम नहीं तो वेतन नहीं सिद्धांत आधार पर पिछली कोई मजदूरी नहीं दिलायी गयी है। ऐसी स्थिति में हस्तगत मामले में भी प्रार्थी श्रमिक कार्य नहीं तो वेतन नहीं सिद्धांत आधार पर पिछले वेतन के रूप में कुछ भी प्राप्त करने का अधिकारी नहीं है और वह अप्रार्थी नियोजक के यहां दैनिक वेतन भोगी श्रमिक के रूप में सेवा में पुनर्स्थापित होने का अधिकारी घोषित होने योग्य पाया जाता है।

परिणामतः राजस्थान सरकार, श्रम विभाग द्वारा सम्प्रेषित रेफ्रेन्स को अधिनिर्णीत कर इस प्रकार उत्तरित किया जाता है कि अप्रार्थी नियोजक टेलीकॉम डिस्ट्रिक्ट इंजीनियर, टेलीकॉम डिपार्टमेंट, चित्तौड़गढ़, राज. द्वारा प्रार्थी श्रमिक पुरूषोत्तम लाल आत्मज खूबचन्द व्यास को सेवामुक्त किया जाना अनुचित एवं अवैध है। प्रकरण के तथ्यों व समस्त परिस्थितियों को दृष्टिगत रखते हुए प्रार्थी श्रमिक काम नहीं तो वेतन नहीं सिद्धांत आधार पर पिछला कोई वेतन प्राप्त करने का अधिकारी नहीं है और वह अप्रार्थी नियोजक के यहां दैनिक वेतन भोगी श्रमिक के रूप में सेवा में पुनर्स्थापित होने का अधिकारी है।

के.के.गुप्ता, न्यायाधीश

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1450.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोटा के पंचाट (संदर्भ संख्या) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-07 को प्राप्त हुआ था।

[सं. एल-40012/37/2000-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S. O. 1450.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal-cum-Labour Court, Kota as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 23-4-2007.

[No.L-40012/37/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज./
पीठासीन अधिकारी-के.के. गुप्ता, आर. एच. जे. एस.

रेफ्रेन्स प्रकरण क्रमांक: औ.न्या./केन्द्रीय/15/2000

दिनांक स्थापित: 31/7/2000

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेशांक के एल 40012/37/2000/आईआर(डीयू) दि. 30-5-2000

रेफ्रेन्स अन्तर्गत धारा 10(1) (घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

कालूराम सैन आत्मज श्री जी.डी. सैन द्वारा मंगलसिंह सैन म.नं. 35 कन्दोल के पास, बी-51,
चित्तौड़गढ़/ राज./ - प्रार्थी श्रमिक

एवं

टेलीकॉम डिस्ट्रिक्ट इंजीनियर, टेलीकॉम डिपार्टमेंट,
चित्तौड़गढ़/ राज./ - अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि :- श्री राकेश यादव
अप्रार्थी नियोजक की ओर से प्रतिनिधि :- श्री विश्वजीत शर्मा
अधिनिर्णय दिनांक : 26-3-07

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त आदेश दि. 30-5-2000 के जरिये निम्न रेफ्रेन्स, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10 (1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:-

"Whether the action of the management of Telecom Deptt. Chittorgarh in terminating the services of Sh. Kaluram Sen S/o Sh. Gopal Dass Sen w.e.f. 3-3-99 is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. रेफ्रेन्स, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत रूप में जारी की गयी।

3. प्रार्थी श्रमिक कालूराम सैन की ओर से क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में यह अभिकथित दिया गया है कि उसे अप्रार्थी जिला दूर संचार प्रबन्धक, जिला चित्तौड़गढ़ (जिसे तदुपरान्त "अप्रार्थी नियोजक" से सम्बोधित किया जावेगा) द्वारा अपने अधीन दि. 2-12-96 से च. श्रे. कर्मचारी के पद पर दैनिक वेतन भोगी श्रमिक के रूप में नियुक्त किया था तब से उसने 2-3-99 लगातार बिना किसी व्यवधान के कार्य करते हुए 12 माह के अन्दर 240 दिन से भी अधिक समय तक कार्य कर लिया था, तथापि अप्रार्थी नियोजक द्वारा उसे बिना कोई आरोप-पत्र दिये, जांच किये, स्पष्टीकरण व बचाव का अवसर दिये तथा नोटिस अथवा वेतन व छुट्टी मुआवजा दिये दि. 3-3-99 से सेवा से पृथक् कर दिया गया है जोकि अधिनियम की धारा 25-एफ एवं एन का उल्लंघन है। प्रार्थी को निश्चित अवधि के लिए नियुक्त नहीं किया गया था बल्कि दैनिक वेतन श्रमिक के रूप में स्थाई पद पर नियुक्त किया गया था। प्रार्थी को कोई नियुक्ति-पत्र, वेतन भुगतान पर्ची,

हाजिरी कार्ड आदि कुछ भी नहीं दिया गया, यह समस्त अभिलेख अप्राथी के कब्जे में मौजूद है। उक्त नियोजनावधि ने प्राथी ने ही वास्तविक रूप में कार्य किया है, किन्तु बीच-बीच में दबाव डालकर भुगतान पर अलग-अलग नाम से हस्ताक्षर करवाये गये हैं और इस प्रकार कृत्रिम व्यवधान देकर दूसरे नामों से प्राथी के हस्ताक्षर करवाकर अन्त में कार्य-व्यवधान का झूठा बहाना लेकर प्राथी को सेवा से पृथक किया गया है जो अनुचित श्रम आचरण व स्वेच्छाकारी है। प्राथी अनुचित रूप से सेवा से हटाये जाने के बाद से निरन्तर बेरोजगार चल रहा है और कहीं भी अन्यत्र लाभकारी नियोजन में नहीं रहा है। अन्त में प्रार्थना की गयी है कि उसे पिछले सम्पूर्ण वेतन, सेवा की निरन्तरता व अन्य समस्त लाभों सहित सेवा में पुनर्स्थापित किये जाने का अनुतोष प्रदान किया जावे।

4. अप्राथी नियोजक की ओर से उक्त क्लेम का जबाब प्रस्तुत करते हुए यह प्रतिवाद किया गया है कि प्राथी को कभी चतुर्थ श्रेणी कर्मचारी के रूप में नियुक्त नहीं किया गया, न ही उसे कोई नियुक्ति पत्र दिया गया, इस कारण उनके मध्य श्रमिक व नियोजक का सम्बन्ध नहीं है। विभाग में जब कभी विशेष कार्य की आवश्यकता होती थी, दैनिक वेतन पर रख लिया जाता था और कार्य समाप्ति पर स्वयं प्राथी दूसरी जगह काम करने लग जाता था इसलिए सेवा से पृथक किये जाने का सवाल ही पैदा नहीं होता। प्राथी के मामले में अधिनियम के प्रावधान लागू नहीं होते हैं, प्राथी को कभी नियोजन में नहीं रखा गया इस कारण उसे कोई नियुक्ति-पत्र देने व नियोजन प्रक्रिया अपनाने की आवश्यकता नहीं थी। प्राथी ने कभी 240 दिन तक लगातार कार्य भी नहीं किया है इस कारण अधिनियम के प्रावधानों की पातना किया जाना आवश्यक नहीं है और वह कोई अनुतोष का अधिकारी नहीं है। प्राथी का बेरोजगार रहना स्वीकार नहीं है, उसे कहीं भी दैनिक वेतन पर कार्य मिल सकता है और वह उसी आधार पर आज भी कार्यरत है। अन्त में क्लेम प्राथी निराधार होने से सव्यय निरस्त किये जाने की प्रार्थना की गयी है।

5. प्राथी ने साक्ष्य में स्वयं का तथा अप्राथी नियोजक की ओर से के.एल.परिहार, मण्डल उ० अभियन्ता का शपथ-पत्र प्रस्तुत कर परीक्षित करवाया गया है। पक्षकारों की ओर से प्रलेखीय साक्ष्य भी प्रस्तुत की गयी है।

6. बहस पक्षकारों की सुनी गयी, पत्रावली, उपलब्ध साक्ष्य व सामग्री का ध्यानपूर्वक परीक्षण किया गया।

7. प्राथी प्रतिनिधि का तर्क है कि प्राथी ने लगातार कार्य किया है। और उसने सेवामुक्ति के पूर्ववर्ती वर्ष में 240 दिन से अधिक का कार्य कर लिया है, किन्तु उसे सेवामुक्ति से पूर्व कोई नोटिस अथवा नोटिस वेतन व मुआवजा आदि नहीं दिया गया है। उनका यह कहना है कि प्राथी ने, अपनी साक्ष्य में फैंक्स रजिस्टर प्रदर्श डबल्यू. 1, वेतन बढ़ाने के प्रार्थना-पत्र प्रदर्श डबल्यू. 2, पेमेन्ट ऑफ केजुअल लेबर्स ऑफिस टीडीएम, चित्तौड़गढ़ प्रदर्श डबल्यू. 3, केजुअल लेबर्स की फाईल जी-45 की फोटोप्रतियाँ पेश की हैं जिनकी असल अप्राथी नियोजक के पास है, जिन्हें मंगवाने पर भी उसने प्रस्तुत नहीं किया है। उनका यह भी कहना है कि प्राथी से अन्य श्रमिक कमल सेन एवं

कल्याण सैन के नाम से भी अप्राथी ने हस्ताक्षर करके भुगतान दिया था, जबकि वास्तव में कार्य प्राथी कालूराम सैन ने ही किया है। अप्राथी के द्वारा प्राथी के भुगतान वाऊचर्स तथा कार्य विवरण पत्र प्रदर्श एम. 1, एम. 16 तथा एम 45 की फोटोप्रतियाँ प्रस्तुत की गयी है जोकि मिथ्या है प्राथी टीडीएम, के यहाँ च. श्रे. कर्मचारी का कार्य करता था और उसके यहाँ से फैंक्स भेजने का कार्य भी करता था तथा फैंक्स रजिस्टर प्रदर्श डबल्यू. 1 में कई जगह पर उसके हस्ताक्षर मौजूद है, किन्तु उन दिनाकों में उसका कार्य करना अप्राथी के द्वारा नहीं बतलाया गया है। उनका यह भी कहना है कि प्रदर्श डबल्यू. 3 फोटोप्रति केजुअल रजिस्टर में भी कई स्थान पर प्राथी के द्वारा कार्य करना बतलाया गया है, किन्तु अप्राथी द्वारा कार्य विवरण में उनका कोई जिक्र नहीं है तथा दि. 5-10-98 से 9-10-98 तक की अवधि में कल्याण सैन के द्वारा कार्य करना बतलाया गया है, जबकि अप्राथी द्वारा इस अवधि के भुगतान वाऊचर्स प्राथी कालूराम के प्रस्तुत किये गये हैं। इससे यह साबित होता है कि अप्राथी ने कल्याण सेन के नाम से भी प्राथी कालूराम से कार्य करवाया है। इन सबके भुगतान वाऊचर्स अप्राथी के पास मौजूद है। यदि प्राथी कालूराम को उनका भुगतान नहीं किया होता व उससे उन पर हस्ताक्षर नहीं करवाये होते तो अप्राथी ने उन वाऊचर्स को भी प्रस्तुत कर दिया होता, किन्तु चूँकि अप्राथी ने उन वाऊचर्स को प्रस्तुत नहीं किया है, अतः इससे उसके विरुद्ध विपरीत उपधारणा ली जानी चाहिए। इस तरह प्राथी, अप्राथी के यहां सेवामुक्ति के पूर्ववर्ती वर्ष में 240 दिन से अधिक का कार्य कर चुका था।

8. प्राथी श्रमिक ने अपने क्लेम में 2 वर्ष 3 माह तक लगातार कार्य करना कहा है तथा यह भी कहा है कि उसने 12 माह में 240 दिन से अधिक लगातार कार्य कर लिया था तथा यह भी कहा है कि उससे भिन्न-भिन्न नामों से हस्ताक्षर करवाये गये हैं, जबकि वास्तव में उसी ने कार्य किया है। उसे मौखिक आदेशों से हटा दिया गया था और कोई नोटिस अथवा नोटिस वेतन व मुआवजा आदि नहीं दिया गया। प्राथी ने अपने शपथ-पत्र से इन तथ्यों की पुष्टि की है और यह भी कथन किया है कि उसे हटाने के पूर्व 12 माह में उसके द्वारा 240 दिन से अधिक निरन्तर रूप से कार्य कर लिया गया था और यह भी कथन किया है कि वह टीडीएम के चेम्बर में चपरासी का कार्य करता था और फैंक्स भेजने का भी कार्य करता था और रोजाना हाजिरी भरी जाती थी। उसे केजुअल लेबर पेमेन्ट रजिस्टर के द्वारा पेमेन्ट दिया जाता था, उसके काम में कोई ब्रेक नहीं है। पेमेन्ट आफ केजुअल लेबर्स आफ टीडीएम, चित्तौड़गढ़ की फोटोप्रति प्रदर्श डबल्यू. 3 है जिसकी असल अप्राथी के रेकार्ड में मौजूद है। उसने यह भी कथन किया है कि बी-बीच में ब्रेक दिखाने के लिए कई बार उस पर नाजायज दबाव डालकर भुगतान पर अलग-अलग नाम से हस्ताक्षर करवाये गये हैं, जबकि वास्तव में उसी ने कार्य किया है और उसी ने भुगतान प्राप्त किया है। जिरह में उसने कहा है कि वह फैंक्स तथा चपरासी का काम करता था। यह बात सही है कि कभी-कभी बीच में उससे दूसरे नाम से हस्ताक्षर पेमेन्ट के लिए करवाये जाते थे। यह सही है कि मैने कालूराम सेन, कल्याण तथा कमल सेन के नाम से हस्ताक्षर किये हैं। मुझसे पूरे दो वर्ष तीन माह की अवधि में तीनों नामों

से ही हस्ताक्षर करवाये गये थे। अप्राथी गवाह के. एल. परिहार ने अपनी साक्ष्य में कहा है कि प्राथी श्रमिक ने उसके सामने कार्य नहीं किया है, ना हस्ताक्षर किये हैं और ना उसके सामने भुगतान किया है। उसकी जानकारी में नहीं है कि के.सी. पथारिया ने प्राथी पर नौकरी से निकालने का दबाव डालकर अलग-अलग नामों से हस्ताक्षर करवाये थे। यह भी गलत है कि किसी दूसरे नाम से हस्ताक्षर करवाये गये थे।

9. अप्राथी का यह तर्क रहा है कि प्रदर्श डबल्यू 3 दस्तावेज फरजी है और प्राथी श्रमिक ने कभी भी किसी भी वर्ष में 240 दिन तक कार्य नहीं किया है।

10. मैंने उक्त तर्क-वितर्क पर मनन किया तथा सम्पूर्ण साक्ष्य व पत्रावली का परिशीलन किया। अप्राथी की ओर से भुगतान वाऊचर्स जिसके कि द्वारा प्राथी कालूराम सेन को भुगतान किया गया है, की फोटोप्रतियां प्रस्तुत की हैं जिन पर कि प्राथी कालूराम सेन के हस्ताक्षर हैं तथा इन पर चेक के उनके अधिकारी डी.ए. एण्ड जे.ए. ओ. के लघु हस्ताक्षर हैं। प्राथी श्रमिक द्वारा प्रस्तुत प्रदर्श डबल्यू 3 के अन्तिम कॉलम में जिन अधिकारियों के लघु हस्ताक्षर बताये गये हैं, उनके लघु हस्ताक्षर अप्राथी द्वारा प्रस्तुत भुगतान वाऊचर्स पर भी पाये जाते हैं। अप्राथी पक्ष को इन दस्तावेजात की फोटोप्रति, प्राथी ने अपना शपथ-पत्र प्रस्तुत करने की दि. 26-7-2002 को ही दे दी थी और तदुपरान्त पुनः उनके मांगने पर फिर दी गयी, किन्तु अप्राथी ने इनके असल उपलब्ध नहीं होने के आधार पर प्रस्तुत नहीं किये और यदि अप्राथी यह कथन करता है कि इन दस्तावेजात पर उनके अधिकारियों के हस्ताक्षर नहीं हैं तो वो उन अधिकारियों को अपनी साक्ष्य में प्रस्तुत कर वस्तुस्थिति स्पष्ट कर सकता था। अप्राथी की ओर से प्रस्तुत गवाह के.एल. परिहार ने भी अपने साक्ष्य में इन दस्तावेजात के फरजी होने का कथन नहीं किया है व यह भी नहीं कहा है कि उनके अधिकारियों के इन दस्तावेजात पर हस्ताक्षर नहीं है। इन दस्तावेजात प्रदर्श डबल्यू 1 लगायत 4 को देखने से ऐसा प्रतीत नहीं होता है कि ये फरजी है। दस्तावेज प्रदर्श डबल्यू 3 में प्राथी के कार्य करने के साथ-साथ कल्याण सेन व कमल सेन के द्वारा भी कार्य करना बतलाया गया है, किन्तु कल्याण सेन व कमल सेन के भुगतान वाऊचर्स अप्राथी के द्वारा प्रस्तुत नहीं किये गये हैं। इस तरह प्राथी श्रमिक का यह कथन कि उसने स्वयं ही वास्तविक रूप में कार्य करके अपने तथा कल्याण सेन व कमल सेन के नाम से हस्ताक्षर करके भुगतान प्राप्त किया है, सत्य प्रतीत होता है। अप्राथी द्वारा प्राथी के कार्यदिवसों का विवरण जो प्रस्तुत किया गया है वो भी सही प्रतीत नहीं होता है। उदाहरण के लिए प्रदर्श एम. 45 में वर्ष 98 से 99 तक की अवधि के मध्य किये गये कार्य का जो विवरण प्रस्तुत किया गया है, उसमें प्राथी कालूराम सेन के द्वारा फैंक्स रजिस्टर प्रदर्श डबल्यू 1 से अंकित तिथि 11/1, 12/1, 13/1, 15/1, 18/1, 20/1, 21/1, 25/1, 27/1, 8/2 तथा 9/2/99 को फैंक्स भेजने के हस्ताक्षर हैं, जिन्हें नहीं दर्शाया गया है। इससे पूर्व भी प्रदर्श डबल्यू 1 में कई स्थान पर प्राथी कालूराम सेन द्वारा फैंक्स भेजने के हस्ताक्षर हैं, किन्तु अप्राथी द्वारा प्रस्तुत कार्यदिवस विवरण में उन्हें नहीं दर्शाया गया है। इससे प्राथी के इस कथन की पुष्टि होती है कि भुगतान वाऊचर्स पर भुगतान देते समय कल्याण सेन व कमल सेन के नाम से हस्ताक्षर प्राथी से करवाये

जाते थे, जबकि वास्तव में कार्य प्राथी कालूराम सेन ने ही किया था। अतः उक्त विवेचन से अप्राथी के विरुद्ध यह विपरीत उपधारणा बनाये जाने का पर्याप्त आधार है कि अप्राथी द्वारा प्रस्तुत कार्यदिवसों का विवरण सही नहीं है।

11. उपरोक्त विवेचन के आधार पर यह निष्कर्ष निकलता है कि प्राथी श्रमिक ने अप्राथी नियोजक के यहाँ सेवामुक्ति के पूर्ववर्ती वर्ष में 240 दिन से अधिक का कार्य कर लिया है। इस सम्बन्ध में कोई विवाद नहीं है कि प्राथी श्रमिक एक दैनिक वेतन भोगी श्रमिक था व नियमित प्रक्रिया अपनाकर उसकी नियुक्ति नहीं की गयी थी। इस सम्बन्ध में भी कोई विवाद नहीं है कि प्राथी श्रमिक को सेवामुक्ति के पूर्व नोटिस अथवा नोटिस वेतन व मुआवजा नहीं दिया गया और धरा 25-एफ की पालना नहीं की गयी। अतः अप्राथी नियोजक द्वारा प्राथी श्रमिक को की गयी सेवामुक्ति अनुचित एवं अवैध होना पायी जाती है।

12. प्राथी श्रमिक ने अपनी साक्ष्य में एक अन्य व्यक्ति लक्ष्मण सिंह के पक्ष में केन्द्रीय सरकार, औद्योगिकरण एवं श्रम न्यायालय, जयपुर द्वारा पारित पंचाट दिनांकित 19/10/2001 की फोटोप्रति प्रदर्श डबल्यू 5 के रूप में प्रस्तुत की है जिसके अवलोकन से यह पाया जाता है कि न्यायाधिकरण द्वारा उक्त व्यक्ति को काम नहीं तो वेतन नहीं सिद्धांत के आधार पर पिछली कोई मजदूरी नहीं दिलायी गयी है। ऐसी स्थिति है हस्तगत मामले में भी प्राथी श्रमिक कार्य नहीं तो वेतन नहीं सिद्धांत आधार पर पिछले वेतन के रूप में कुछ भी प्राप्त करने का अधिकारी नहीं है और वह अप्राथी नियोजक के यहाँ दैनिक वेतन भोगी श्रमिक के रूप में सेवा में पुनर्स्थापित होने का अधिकारी घोषित होने योग्य पाया जाता है।

परिणामतः राजस्थान सरकार, श्रम विभाग द्वारा सम्प्रेषित रेफ्रेन्स को अधिनिर्णत कर इस प्रकार उत्तरित किया जाता है कि अप्राथी नियोजक टेलीकाम डिस्ट्रिक्ट इंजीनियर, टेलीकॉम डिपार्टमेंट, चित्तौड़गढ़/राज./द्वारा प्राथी श्रमिक कालूराम सेन पुत्र जी.डी.सेन को सेवामुक्ति किया जाना अनुचित एवं अवैध है। प्रकरण के तथ्यों व समस्त परिस्थितियों को दृष्टिगत रखते हुए प्राथी श्रमिक काम नहीं तो वेतन नहीं सिद्धांत आधार पर पिछला कोई वेतन प्राप्त करने का अधिकारी नहीं है और वह अप्राथी नियोजक के यहाँ दैनिक वेतन भोगी श्रमिक के रूप में सेवा में पुनर्स्थापित होने का अधिकारी है।

के. के. गुप्ता, न्यायाधीश

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1451.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय कोटा के पंचाट (संदर्भ संख्या) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-07 को प्राप्त हुआ था।

[सं. एल-40012/36/2000-आई.आर.(डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S. O. 1451.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award of the Industrial Tribunal-cum-Labour Court, Kota as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 23-4-2007.

[No. L-40012/36/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज.

पीठासीन अधिकारी-के.के. गुप्ता, आर. एच. जे. एस.

रेफ्रेन्स प्रकरण क्रमांक: औ.न्या./केन्द्रीय/14/2000

दिनांक स्थापित: 31/7/2000

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश के एल 40012/36/2000/आईआर(डीयू) दि. 29-5-2000

रेफ्रेन्स अन्तर्गत धारा 10(1) (घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

रतन सिंह आत्मज श्री बालसिंह निवासी मागेड़ा जिला भीलवाड़ा।

— प्रार्थी श्रमिक

एवं

टेलीकॉम डिस्ट्रिक्ट इंजीनियर, टेलीकॉम डिपार्टमेंट, चित्तौड़गढ़/राज./

— अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि:— श्री राकेश यादव

अप्रार्थी नियोजक की ओर से प्रतिनिधि:— श्री विश्वजीत शर्मा

अधिनिर्णय दिनांक : 26-3-07

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त आदेश दि. 29-5-2000 के जरिये निम्न रेफ्रेन्स, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त “अधिनियम” से सम्बोधित किया जावेगा) की धारा 10 (1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

“Whether the action of the management of Telecom Deptt. Chittorgarh in terminating the services of Sh. Ratan Singh S/o Sh. Balsingh w.e.f. 3-3-99 is legal and justified? If not, to what relief the workman is entitled and from which date?”

2. रेफ्रेन्स, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत रूप में जारी की गयी।

3. प्रार्थी श्रमिक रतनसिंह की ओर से क्लैम स्टेटमेंट प्रस्तुत कर संक्षेप में यह अभिकथित किया गया है कि उसे अप्रार्थी जिला दूर संचार प्रबन्धक, जिला चित्तौड़गढ़ (जिसे तदुपरान्त “अप्रार्थी नियोजक” से सम्बोधित किया जावेगा) द्वारा अपने अधीन दि. 22-4-96 से चतुर्थ श्रेणी के कर्मचारी के पद पर दैनिक वेतन भोगी श्रमिक के रूप में राजस्व शाखा में नियुक्त किया था तब से उसने 2-3-99 तक लगातार बिना किसी व्यवधान के कार्य करते हुए 12 माह के अन्दर 240 दिन से भी अधिक समय तक कार्य कर लिया था, तथापि अप्रार्थी नियोजक द्वारा उसे बिना कोई आरोप-पत्र दिये, जांच किये, स्पष्टीकरण व बचाव का अवसर दिये तथा नोटिस अथवा नोटिस वेतन व छंटनी मुआवजा दिये दि. 3-3-99 से सेवा से पृथक कर दिया गया है जोकि अधिनियम की धारा 25-एफ या एन का उल्लंघन है। प्रार्थी को निश्चित अवधि के लिए नियुक्त नहीं किया गया था बल्कि दैनिक वेतन श्रमिक के रूप में स्थाई पद पर नियुक्त किया गया था। प्रार्थी को कोई नियुक्ति-पत्र, वेतन भुगतान पर्ची, हाजिरी कार्ड आदि कुछ भी नहीं दिया गया, यह समस्त अभिलेख अप्रार्थी के कब्जे में मौजूद है। उक्त नियोजनावधि ने प्रार्थी ने ही वास्तविक रूप में कार्य किया है, किन्तु बीच-बीच में दबाव डालकर भुगतान पर अलग-अलग नाम से हस्ताक्षर करवाये गये हैं और इस प्रकार कृत्रिम व्यवधान देकर दूसरे नामों से प्रार्थी के हस्ताक्षर करवाकर अन्त में कार्य-व्यवधान का झूठा बहाना लेकर प्रार्थी को सेवा से पृथक किया गया है जो अनुचित श्रम आचरण व स्वेच्छाकारी है। प्रार्थी अनुचित रूप से सेवा से हटाये जाने के बाद से निरन्तर बेरोजगार चल रहा है और कहीं भी अन्यत्र लाभकारी नियोजन में नहीं रहा है। अन्त में प्रार्थना की गयी है कि उसे पिछले सम्पूर्ण वेतन, सेवा की निरन्तरता व अन्य समस्त लाभों सहित सेवा में पुनर्स्थापित किये जाने का अनुतोष प्रदान किया जावे।

4. अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब श्रेणी करते हुए यह प्रतिवाद किया गया है कि प्रार्थी को कभी चतुर्थ श्रेणी कर्मचारी के रूप में नियुक्त नहीं किया गया, ना ही उसे कोई नियुक्तिपत्र दिया गया, इस कारण उनके मध्य श्रमिक व नियोजक का सम्बन्ध नहीं है। विभाग में जब कभी विशेष कार्य की आवश्यकता होती थी, दैनिक वेतन पर रख लिया जाता था और कार्य समाप्ति पर स्वयं प्रार्थी दूसरी जगह काम करने लग जाता था इसलिए सेवा से पृथक किये जाने का सवाल ही पैदा नहीं होता। प्रार्थी के मामले में अधिनियम के प्रावधान लागू नहीं होते हैं, प्रार्थी को कभी नियोजन में नहीं रखा गया इस कारण उसे कोई नियुक्ति-पत्र देने व नियोजक प्रक्रिया अपनाने की आवश्यकता नहीं थी। प्रार्थी ने कभी 240 दिन तक लगातार कार्य भी नहीं किया है इस कारण अधिनियम के प्रावधानों का पालन किया जाना आवश्यक नहीं है और वह कोई अनुतोष का अधिकारी नहीं है। प्रार्थी का बेरोजगार रहना स्वीकार नहीं है। उसे कहीं भी दैनिक वेतन पर कार्य मिल सकता है और वह उसी आधार पर आज भी कार्यरत है। अन्त में क्लैम प्रार्थी निराधार होने से सख्य निरस्त किये जाने की प्रार्थना की गयी है।

5. प्रार्थी ने साक्ष्य में स्वयं का तथा अप्रार्थी नियोजक की ओर से श्री के. एल. परिहार, मण्डल उप अभियन्ता का शपथ-पत्र प्रस्तुत

कर कर परीक्षित करवाया गया है। पक्षकारों की ओर से प्रलेखीय साक्ष्य भी प्रस्तुत की गयी है।

6. बहस पक्षकारों की सुनी गयी, पत्रवाली, उपलब्ध साक्ष्य व सामग्री का ध्यानपूर्वक परीशीलन किया गया।

7. प्रार्थी का यह तर्क है कि प्रार्थी ने दि. 24-4-96 से अप्रार्थी दूर संचार विभाग जिला चित्तौड़गढ़ में लगातार काम किया है और 3-3-99 के पूर्ववर्ती वर्ष में 240 दिन से अधिक कार्य कर लिया है। कृत्रिम ब्रेक देने के लिए उसे भिन्न-भिन्न नामों से भुगतान किया गया है, जबकि वास्तव में उसने ही कार्य किया है। उसे बिना नोटिस वेतन व मुआवजे के अवैध रूप से हटा दिया है। अप्रार्थी का कथन है कि प्रार्थी ने कभी भी लगातार 240 दिन तक कार्य नहीं किया है, वह दैनिक वेतन भागी कर्मचारी था, जब-जब आवश्यकता होती थी उसे रख लिया जाता था, नियमित प्रक्रिया अपनाकर उसकी नियुक्ति नहीं की गयी थी। उनका यह भी कहना है कि प्रार्थी ने सेवामुक्ति के पूर्ववर्ती वर्ष में 240 दिन तक कार्य नहीं किया है।

8. प्रार्थी श्रमिक की ओर से क्लेम में यह कथन किया गया है कि दि. 3-3-99 से अचानक मौखिक आदेश से सेवा से पृथक् कर दिया गया, नोटिस व मुआवजा नहीं दिया, वास्तविक रूप से उसी ने कार्य किया है और भुगतान भी प्राप्त किया है, किन्तु प्रतिपक्षी ने बीच-बीच में कई बार व्यवधान डालकर अलग-अलग नाम से हस्ताक्षर करवाये हैं और समस्त भुगतान पर प्रार्थी के ही हस्ताक्षर हैं। अप्रार्थी ने जवाब प्रस्तुत कर यह कथन किया है प्रार्थी का उक्त कथन स्वीकार नहीं है। प्रार्थी को कार्य की आवश्यकतानुसार लगाया जाता था और उसने 240 दिन तक किसी वर्ष में कार्य नहीं किया है।

9. शपथ-पत्र में प्रार्थी रतन सिंह ने यह कहा कि उसे 22-4-96 को चतुर्थ श्रेणी कर्मचारी के पद पर दैनिक वेतन भोगी श्रमिक के रूप में टी.आर.सेक्शन में लगाया गया था और सेवा से हटाये जाने के पूर्व पिछले 12 माह में लगातार 240 दिन से अधिक कार्य कर लिया है। नियोजक उसे किसी प्रकार का दस्तावेज नहीं देते थे, छटनी मुआवजा भी नहीं दिया है। भुगतान हस्ताक्षर करवाकर दिया जाता था। भुगतान वाऊचर द्वारा किया जाता था एवं रजिस्टर में भी एन्ट्री होती थी। पेमेन्ट व हाजिरी का समस्त रेकार्ड प्रतिपक्षी के रेकार्ड में एकाउन्ट सेक्शन में मौजूद है जिसे मंगाकर देखा जा सकता है। प्रतिपक्षी द्वारा बीच-बीच में कृत्रिम ब्रेक देकर उससे नाजायज तौर पर अलग नाम से हस्ताक्षर कराये जाते थे, जबकि वास्तव में उसी ने कार्य किया है और उक्त अवधि के दौरान किये गये कार्य का पेमेन्ट भी उसी ने प्राप्त किया है। आगे यह भी कहा है कि प्रतिपक्षी पेमेन्ट रजिस्टर में मेरे पेमेन्ट का हिसाब दर्ज करता था जो प्रदर्श डबल्यू 1 है उसके कॉलम न. 5 में मेरे हस्ताक्षर हैं तथा कॉलम सं. 6 में जूनियर एकाउन्ट आफिसर के हस्ताक्षर मौजूद हैं। मेरे से ड्यूटी के दौरान टेलिफोन बिलो के डिस्पैच का कार्य भी लिया गया था जो डिस्पैच रजिस्टर की फोटोप्रति प्रदर्श डबल्यू 5 है, जिस पर कई स्थानों पर मेरे हस्ताक्षर हैं। जिरह में उसने स्पष्ट कहा है कि उसे स्वयं के अलावा भगवान सिंह, हुकम सिंह, जितेन्द्र सिंह, दौलत सिंह, सुरेन्द्र सिंह कालू, नरेन्द्र सिंह आदि के नाम से वेतन का भुगतान होता था, किन्तु यह याद नहीं कि उपरोक्त नामों से कब-कब वेतन भुगतान किया व इन नामों से कितनी बार

भुगतान दिया। उसे पेमेन्ट प्रतिमाह दिया जाता था, मगर वाऊचर सात दिन के अन्दर बना करते थे और उस पर सात दिन में साइन हुआ करते थे। आगे कहा है कि मैने रतन सिंह के नाम पेमेन्ट ली है और 240 दिन की पेमेन्ट उठायी है।

10. अप्रार्थी गवाह श्री के.एल. परिहार, उपमण्डल अभियन्ता ने अपने शपथ-पत्र में कहा है कि जब विशेष कार्य की आवश्यकता होती थी, प्रार्थी श्रमिक को दैनिक वेतन के आधार पर लगाया जाता था। विभाग की ओर से प्रदर्श एम.1 लगायत एम. 95 फोटो प्रतियां दस्तावेज के रूप में प्रस्तुत की गयी हैं व प्रदर्श एम.70 प्रार्थी श्रमिक द्वारा दिये गये कार्य का वार्षिक विवरण है। जिरह में इस गवाह ने यह स्वीकार किया है कि प्रार्थी ने उसके सामने कार्य नहीं किया है और वह रेकार्ड के आधार पर बता रहा है। दि. 24-4-96 से 2-3-99 तक प्रार्थी ने कभी-कभी कार्य किया है। यह सही है कि यह पद आज भी हमारे विभाग में है। प्रार्थी को प्रतिदिन 56 रु. दिये जाते थे जो प्रदर्श एम. 7 के अनुसार बता रहा हूँ। प्रार्थी से सुबह 10 बजे से सांयकाल 5 बजे तक काम लिया जाता था। उसने आगे यह भी कथन किया है कि मेरी जानकारी में नहीं है कि श्री के. सी. पथारिया ने प्रार्थी पर दबाव डालकर अलग-अलग नामों से हस्ताक्षर करवाये थे।

11. प्रार्थी प्रतिनिधि का यह कथन है कि प्रार्थी की ओर से प्रस्तुत प्रदर्श डबल्यू.1, अप्रार्थी विभाग द्वारा रखा गया रेकार्ड है और उसकी फोटोप्रतियां प्रार्थी ने प्रस्तुत की हैं। अप्रार्थी को इनकी प्रतियां दि. 26-7-2002 को शपथ-पत्र प्रस्तुत करने के समय दे दी गयी थीं, किन्तु अप्रार्थी ने इन दस्तावेज के सम्बन्ध में अपनी साक्ष्य में कुछ भी नहीं कहा है और जब न्यायाधिकरण ने इन दस्तावेज की असल मगवायी तो अप्रार्थी ने कहा कि इनकी असल उनके पास उपलब्ध नहीं है। प्रार्थी श्रमिक ने अपनी साक्ष्य में इन दस्तावेजात को साबित कर दिया है। उसने इन पर अपने हस्ताक्षर होना व कॉलम न. 6 पर अप्रार्थी के अधिकारी के हस्ताक्षर होना साबित किया है। उनका यह भी तर्क है कि अप्रार्थी के द्वारा प्रस्तुत वेतन भुगतान बाऊचर प्रदर्श एम. 3 लगा. 95 पर चैकड व वेरीफाई के उनके अधिकारी जे.ए.ओ.टी.आर के हस्ताक्षर हैं। यदि उन हस्ताक्षर का प्रार्थी द्वारा प्रस्तुत भुगतान रजिस्टर प्रदर्श डबल्यू.1 के कॉलम न. 6 में अंकित जे.ए.ओ.टी.आर के हस्ताक्षरों से मिलान किया जाये तो वो एक ही व्यक्ति के द्वारा किये हुए हैं और उसके कॉलम न. 7 है सभी प्राप्ति के हस्ताक्षर प्रार्थी रतनसिंह के हैं। इससे यह साबित होता है कि प्रार्थी श्रमिक ने ही भगवान सिंह, कालू सिंह, आदि नामों से कार्य किया है और यदि सेवामुक्ति के पूर्ववर्ती वर्ष में इन सभी के कार्यकाल को जोड़ दिया जाये तो 240 दिन से अधिक कार्य करना पाया जाता है। इसके विपरीत अप्रार्थी पक्ष का कथन है कि प्रदर्श डबल्यू.1 के असल उनके यहाँ उपलब्ध नहीं है। प्रार्थी रतन सिंह ने हस्ताक्षर बांद में कर दिये होंगे। उनका यह भी कहना है कि यह रजिस्टर फरजी है।

12. मैने भुगतान रजिस्टर फोटोप्रति प्रदर्श डबल्यू.1 व अप्रार्थी द्वारा प्रस्तुत भुगतान वाऊचर्स का ध्यानपूर्वक अवलोकन किया और संपूर्ण साक्ष्य का परीशीलन किया। मैं यह पाता हूँ कि भुगतान रजिस्टर प्रदर्श डबल्यू.1 के कॉलम न. 6 में जे.ए.ओ.टी.आर अधिकारी के द्वारा जो लघु हस्ताक्षर किये हुए हैं, उसी तरह के लघु हस्ताक्षर कई

भुगतान वाऊचर्स पर भी किये हुए हैं। उदाहरण के लिए भुगतान वाऊचर्स प्रदर्श एम. 70 व 71 क्रमशः दि. 20-10-98 से 23-10-98 एवं 12-10-98 से 16-10-98 की अवधि के हैं जोकि प्रार्थी रतन सिंह के भुगतान से सम्बन्धित हैं जिन पर वेरीफाईड करके जेएओटीआर के द्वारा लघु हस्ताक्षर किये हुए हैं और भुगतान रजिस्टर प्रदर्श डब्ल्यू. 1 में इसी अवधि के भुगतान के सम्बन्ध में जो इन्द्राज है, उसके अवलोकन से कॉलम न. 6 में जो लघु हस्ताक्षर जेएओटीआर के द्वारा किये हुए हैं, वो एक ही सम्मन प्रतीत होते हैं। इसी तरह से वर्ष 98 एवं वर्ष 99 व इससे पूर्व के भी भुगतान वाऊचर्स पर वेरीफाईड एण्ड चेकड के जेएओटीआर के हस्ताक्षरों व प्रदर्श डब्ल्यू. 1 के कॉलम न. 6 में जेएओटीआर के हस्ताक्षरों में समानता पायी जाती है। इस तरह से यह प्रतीत होता है कि प्रार्थी श्रमिक द्वारा प्रस्तुत भुगतान रजिस्टर प्रलेख प्रदर्श डब्ल्यू. 1 के कॉलम न. 6 में अंकित जेएओटीआर के हस्ताक्षर और अप्रार्थी नियोजक द्वारा प्रस्तुत प्रार्थी श्रमिक से संबंधित भुगतान वाऊचर्स पर चेकड एवं वेरीफाईड के जेसे ओटीआर के हस्ताक्षर एक ही व्यक्ति के द्वारा दिये हुए हैं। यदि अप्रार्थी इन दस्तावेज को अपना होना नहीं बताता है और फरजी होना कहता है तो जेएओटीआर जिसने कि भुगतान वाऊचर्स पर चेकड एवं वेरीफाईड के हस्ताक्षर किये हैं, उसे साक्ष्य में प्रस्तुत कर प्रार्थी द्वारा प्रस्तुत प्रदर्श डब्ल्यू. 1 के कॉलम नं. 6 के हस्ताक्षरों को उसका होने से इनकार करा सकता था, किन्तु अप्रार्थी ने ऐसा नहीं किया है। ऐसी स्थिति में प्रार्थी श्रमिक की इस साक्ष्य पर कि प्रदर्श डब्ल्यू. 1 के कॉलम नं. 6 पर अप्रार्थी के जेएओटीआर के हस्ताक्षर हैं, अविश्वास किये जाने का कोई कारण नहीं है। अप्रार्थी का यह कथन कि प्रार्थी रतनसिंह ने भुगतान रजिस्टर प्रदर्श डब्ल्यू. 1 के कॉलम नं. 7 पर सभी हस्ताक्षर बाद में कर दिये हैं, सही होना नहीं माना जा सकता है। प्रार्थी श्रमिक का यह कथन कि उसने भगवानसिंह व कालूसिंह आदि के नाम से कार्य करके भुगतान प्राप्त किया है और वास्तव में उसी ने कार्य किया है, प्रदर्श डब्ल्यू. 1 के कॉलम न. 7 में भुगतान न प्राप्त के उसके हस्ताक्षरों से साबित होता है। अप्रार्थी ने प्रार्थी रतन सिंह को भुगतान किये गये वाऊचर्स की फोटोप्रतियां प्रस्तुत की हैं। अन्य श्रमिक भगवान सिंह, राजेन्द्र सिंह व कालू सिंह आदि को भी भुगतान वाऊचर्स के द्वारा ही भुगतान दिया गया है, जैसा कि भुगतान रजिस्टर प्रदर्श डब्ल्यू. 1 के कॉलम न. 6 को देखने से प्रतीत होता है। यदि इन सबका भुगतान भी प्रार्थी रतन सिंह को नहीं किया गया है तो अप्रार्थी उनके वाऊचर्स को प्रस्तुत कर यह साबित कर सकता था कि इन पर रतन सिंह के हस्ताक्षर नहीं हैं, किन्तु अप्रार्थी ने उन वाऊचर्स को न्यायाधिकरण में प्रस्तुत नहीं किया है। ऐसी स्थिति में प्रदर्श डब्ल्यू. 1 भुगतान रजिस्टर में भुगतान प्राप्ति के स्थान पर प्रार्थी रतनसिंह के हस्ताक्षर होने से यह निष्कर्ष निकलता है कि उक्त नामों से प्रार्थी रतन सिंह ने ही कार्य किया है। यदि इसके विपरीत स्थिति होती तो अप्रार्थी उन वाऊचर्स को न्यायाधिकरण में साक्ष्य के रूप में प्रस्तुत कर सकता था, किन्तु उसने ऐसा नहीं किया है। इससे उसके विरुद्ध विपरीत उपधारणा बनाने का पर्याप्त आधार है।

13. उमरोक्त विवेचन के आधार पर प्रार्थी श्रमिक के सेवामुक्ति के पूर्ववर्ती वर्ष के कार्यविधि में भगवानसिंह के नाम के कार्यदिवसों

को भी जोड़ा जाये तो 240 दिन से अधिक का कार्य हो जाना पाया जाता है। इस सम्बन्ध में कोई विवाद नहीं है कि प्रार्थी श्रमिक एक दैनिक वेतन भोगी श्रमिक था व नियमित प्रक्रिया अपनाकर उसकी नियुक्ति नहीं की गयी थी। इस सम्बन्ध में भी कोई विवाद नहीं है कि प्रार्थी श्रमिक को सेवामुक्ति के पूर्व कोई नोटिस अथवा नोटिस वेतन व मुआवजा नहीं दिया गया और धारा 25-एफ अधिनियम की पालना नहीं की गयी। अतः अप्रार्थी नियोजक द्वारा प्रार्थी श्रमिक को दी गयी सेवामुक्ति अनुचित एवं अवैध होना पाया जाता है।

14. प्रार्थी श्रमिक ने अपनी साक्ष्य में एक अन्य व्यक्ति लक्ष्मण सिंह के पक्ष में केन्द्रीय सरकार, औद्योगिकरण एवं श्रम न्यायालय, जयपुर द्वारा पारित पंचाट दिनांकित 19-10-2001 की फोटोप्रति प्रदर्श डब्ल्यू. 6 के रूप में प्रस्तुत की है जिसके अवलोकन से यह पाया जाता है कि न्यायाधिकरण द्वारा उक्त व्यक्ति को काम नहीं तो वेतन नहीं सिद्धांत आधार पर पिछली कोई मजदूरी नहीं दिलवायी गयी है। ऐसी स्थिति में हस्तगत मामले में भी प्रार्थी श्रमिक कार्य नहीं तो वेतन नहीं सिद्धांत आधार पर पिछले वेतन के रूप में कुछ भी प्राप्त करने का अधिकारी नहीं है और वह अप्रार्थी नियोजक के यहां दैनिकवेतन भोगी श्रमिक के रूप में सेवा में पुनर्स्थापित होने का अधिकारी घोषित होने योग्य पाया जाता है।

परिणामतः राजस्थान सरकार, श्रम विभाग द्वारा सम्प्रेषित रेफ्रेन्स को अधिनिर्णय कर इस प्रकार उत्तरित किया जाता है कि अप्रार्थी नियोजक टेलीकॉम डिस्ट्रिक्ट इंजीनियर, टेलीकॉम डिपार्टमेंट, चित्तौड़गढ़/राज. द्वारा प्रार्थी श्रमिक रतन सिंह आत्मज बाल सिंह को सेवामुक्ति किया जाना अनुचित एवं अवैध है। प्रकरण के तथ्यों व समस्त परिस्थितियों को दृष्टिगत रखते हुए प्रार्थी श्रमिक काम नहीं तो वेतन नहीं सिद्धांत आधार पर पिछला कोई वेतन प्राप्त करने का अधिकारी नहीं है और वह अप्रार्थी नियोजक के यहां दैनिकवेतन भोगी श्रमिक के रूप में सेवा में पुनर्स्थापित होने का अधिकारी है।

के. के. गुप्ता, न्यायाधीश

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1452.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 123/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-12011/141/2005-आई आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S.O. 1452.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 123/2005) of the Central Government Industrial-Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of

Bank of Baroda and their workmen, received by the Central Government on 20-04-2007.

[No. L-12011/141/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

I.D. No. 123/2005

Presiding Officer : R. N. Rai

IN THE MATTER OF :

Shri Ram Chand,
C/o. The General Secretary,
Bank of Baroda Employees Union,
C/o. BOB, 4824/24, Ansari Road,
Daryaganj, New Delhi - 110 002.

Versus

The General Manager,
Bank of Baroda,
DMR-I, (Northern Zone), 12th Floor,
BOB Building, 16, Sansad Marg,
New Delhi - 110001.

AWARD

The Ministry of Labour by its letter No. L-12011/141/2005-IR (B-II) Central Government Dtd. 07-11-2005 has referred the following point for adjudication.

The point runs as hereunder:

"Whether the action taken by the DGM, DMR-I Bank of Baroda, New Delhi in reducing the pay by four stages of Shri Ram Chand, Peon is just, fair and legal? If not, to what relief the workman is entitled to and from which date."

The case of the workman is that the workman Shri Ram Chand is a permanent employee of the bank and at present posted as Sub-staff at K.G. Road, New Delhi branch of the bank. Shri Ram Chand is a member of Bank of Baroda Employees Union, Delhi. The union is registered with Registrar of Trade Union, Delhi under the Indian Trade Unions Act, 1926.

That the workman was issued a chargesheet dated 12-02-2002 by the Chief Manager Service Branch, New Delhi. The chargesheet contained the following allegations.

1. By remaining unauthorized absence on loss of pay intermittently for the period as mentioned above and not obeying instructions for reporting duty, you have shown willful insubordination and disobedience of lawful instructions of the bank, which constitutes "Gross Misconduct" under clause 19.5 (e) of the BPS, 1966.

2. By remaining unauthorized absence the business of the branch has affected adversely. As such you have committed acts prejudicial to the interests of the bank which

constitutes "Gross Misconduct" under clause 19.5 (j) of the BPS, 1966.

3. By remaining absent without leave as mentioned above you have committed acts which constitutes "Minor Misconduct" under clause 19.7 (a) of the BPS, 1966.

4. Your attendance has been found irregular and unpunctual which constitutes "Minor Misconduct" under clause 19.7 (b) of the BPS, 1966.

That the workman Ram Chand was working as Peon at service branch, New Delhi during the relevant period. The workman was awarded multiple punishments *vide* order dated 31-01-2003 for a single incident of alleged unauthorized absence. The multiple punishments imposed i.e. censures—twice and reduction to lower stage in the scale of pay by two stages with cumulative effect—twice, by the management is illegal, invalid and unsustainable in law.

That the workman was issued chargesheet dated 12-02-2002 by the D.A. alleging absence of duty from 1264 days up to 31-12-1999 and this charge is too vague. The workman had been working and availed leave till 31-12-1999 and therefore there was no question of any unauthorized absence, as the workman has rendered more than 27 years of service with the bank. The bank management cannot level such an allegation as unauthorized absence that too without any material particulars at this belated stage. Such a stale allegation is indicative of predetermined mind of the management to punish the workman.

That the bank has further alleged that the workman was unauthorizedly absent from duty from 07-12-2001 to 31-01-2002 for 55 days. In fact the workman was sick and submitted medical certificate to the bank and the bank authorities allowed the workman to join duty being satisfied with the certificate. Not only that there was no unauthorized absence. The bank never rejected the leave applications/medical certificate. For a short period of one or two days the workman used to inform over phone of his being not well and his inability to attend duty. These things have been completely ignored by the bank. Hence the very disciplinary action initiated against the workman is illegal and invalid.

That four charges have been levelled in the charge sheet for a single incident of alleged unauthorized absence. The alleged misconduct is unauthorized absence but the bank management deliberately split the charge and made out different misconducts which is illegal and indicative of predetermined mind and oblique motive. The chargesheet itself is not sustainable in there being no misconduct of unauthorized absence and being tainted with official bias and oblique motive.

The case of the management is that the workman Ram Chand was befittingly and validly punished for proved acts of misconduct i.e. for unauthorized absence from duty

without any prior permission or leave of absence from and intimation to the competent authority. The union's contentions to the contrary are unfounded, misconceived and meritless and therefore, the same are untenable in law. The punishment has been awarded after holding proper, fair and legal inquiry as per provisions of BPS and service conditions which are applicable to award staff and the principles of natural justice have been strictly adhered to. Further punishment is also proportionate for the proved gross misconduct.

No leave is permissible to an employee unless the same is sanctioned by the competent authority. The workman has remained away from the branch without prior sanction. The contention of the union that leave should be sanctioned or presumed to be sanctioned simply because the workman had submitted any medical certificate is wrong as the leave has to be sanctioned by the competent authority subject to the satisfaction about the genuineness of the certificate/reasons given by the workman. The track record of the workman in this regard was abysmally poor. The workman was given number of opportunities to show improvement in his work and conduct in the past before initiating inquiry against him but he continued to remain rigid and adamant in his behaviour without any improvement.

That the findings rendered by the inquiry officer were based on evidence of record and the punishment imposed on the workman was just, proper and fair too lenient than what the workman deserved. The union's contentions to the contrary are frivolous and bereft of any substance and merit. The submission made by the workman had been taken into cognizance during the inquiry proceedings and the workman was also given a chance as per the provisions of the BPS to submit his representation on the inquiry officer findings.

It transpires from perusal of the order sheet that the workman is not turning up from 23-11-2006. The Authorized Representative of the workman stated on 11-04-2007 that the workman has expired and his legal heirs could not be traced. It was stated that the case may be closed.

The workman has not filed affidavit in evidence. The claim is not proved.

The reference is replied thus : —

The action taken by the DGM, DMR-I Bank of Baroda, New Delhi in reducing the pay by four stages of Shri Ram Chand, Peon is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 18-04-2007. R. N. RAI, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1453.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 132/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-12012/118/2003-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S.O. 1453.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 132/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workman, received by the Central Government on 20-4-2007.

[No. L-12012/118/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

Presiding Officer : R. N. Rai I. D. No. 132/2003

PRESENT: Sh. Hari Kapoor -1st Party

: Sh. B. K. Pal -2nd Party

IN THE MATTER OF :—

Shri Shail Singh Rana,
Vill & Post : Dayalpur,
Faridabad (Haryana).

Versus

The Regional Manager,
Syndicate Bank,
48, Bhadana Bhawan,
Neelam Bata Road,
Faridabad (Haryana).

AWARD

The Ministry of Labour by its letter No. L-12012/118/2003-IR(B-II) Central Government Dtd. 09-09-2003 has referred the following point for adjudication.

The point runs as hereunder:

“Whether the action of the management of Syndicate Bank in ordering dismissal of Shri Shail Singh Rana, Attender from service w.e.f. 26-04-2001 is just and legal? If not, to what relief the workman concerned is entitled.”

It transpires from perusal of the order sheet that the fairness of the inquiry has been decided as preliminary issue vide order dated 5-3-2007. The inquiry has been found valid and fair. This order will form part of the award.

Heard arguments from both the sides on the quantum of punishment.

It was submitted from the side of the workman applicant that there are mitigating circumstances also which require reduction of the sentence keeping in view the past conduct due to which the management has awarded letters of appreciation, certificate of merit, certificate of honour dated 7-12-1989, 25-08-1993, 8-10-1997, 28-2-1997, 14-11-1987, 13-11-1987, 10-11-1999, 23-10-1998 & 1986 copies of which are already filed and exhibited as Ex. WW1/7 to Ex. WW1/9.

It was further submitted that the management has taken the letter dated 28-7-2002 (MEX-2) even prior to initiation of action against the workman at a time when the workman concerned was very much depressed due to death of his wife at night of 24-07-2000 about which the management has due knowledge.

It has been held in (1982) 3 SCC 346 Ramakant Mishra's case that penalty of dismissal on account of misconduct must be proportionate to the misconduct and the fact of the circumstances of the case and must justify the dismissal. The punishment of dismissal for using indiscreet, indecent or threatening language to the superiors only once in the course of long unblemished service was held disproportionately excessive.

It has been further held in (1984) 2 SCC 569 that the award of extreme penalty of dismissal against the workman on a not so serious charge of misconduct with reference to the facts of the case is found disproportionately excessive. It can be set aside by the Tribunal.

The workman no doubt has used abusive and threatening language. He was in a drunken state but this sad incident has happened after a long tenure of 20 years of service as adverted to above. The workman has been given several appreciation letters regarding his work and conduct. He has previously discharged his duties very satisfactorily and no incident of misconduct has been referred to in this case.

The Hon'ble Apex Court has held in (1998) 3 SCC 192 that while awarding the major punishment of dismissal the past record of the delinquent must be considered.

It has been held in (1982) 3 SCC that punishment of dismissal is disproportionately excessive in case the misconduct has occurred only once in the course of long unblemished service.

In the facts and circumstances of the case the workman has no doubt used indiscreet, indecent and threatening language but this incident has occurred after 20 years of long unblemished service of the workman. The mitigating circumstance is that his wife was dead at that time and the workman was disturbed. In view of the decision of the Hon'ble Supreme Court adverted to above the workman deserve sympathetic consideration.

In the facts and circumstances of the case it is expedient in the interest of justice that the dismissal order dated 26-4-2001 should be set aside as it is excessive. The workman has committed only this misconduct during over

long tenure of 20 years. He has been serving the management diligently and satisfactorily. This issue has not been considered by the Disciplinary Authority while awarding the punishment of dismissal. The dismissal order should be converted into order of compulsory retirement and the workman is entitled to get all the retiral benefits just as Gratuity, Pension etc.

The reference is replied thus:

The action of the management of Syndicate Bank in ordering dismissal of Shri Shail Singh Rana, Attender from service w.e.f. 26-4-2001 is neither just nor legal. The workman is entitled to be treated as compulsory retired and he is also entitled to retiral benefits just as Gratuity, Pension, Leave Encashment etc.

The award is given accordingly.

Date: 17-04-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2007

का.आ. 1454.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 86/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-12012/19/2003-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S.O. 1454.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.86/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No.2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workman, received by the Central Government on 20-4-2007.

[No. L-12012/19/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. Rai

I. D. No. 86/2003

PRESENT:

Sh. R. K. Sharma

....1st Party

Sh. Rajat Arora

....2nd Party

In The Matter of:—

Shri C. P. Narula,

D-290, Sector : 11, Faridabad (Haryana).

Versus

The Manager,

Bank of India,

Akash Theatre, Mohan Road,

Ballabhgarh (Faridabad)

AWARD

The Ministry of Labour by its letter No. L-12012/19/2003-IR (B-II) Central Government Dt. 19-5-2003 has referred the following point for adjudication.

The point runs as hereunder:

"Whether the action of the management of Bank of India in dismissing Shri C.P. Narula, S/o. Shri Bahadur Chand, Clerk from service w.e.f. 30-8-2001 is just and legal? If not, what relief the concerned workman is entitled to."

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the above noted claimant was appointed by the management as a Clerk with effect from 11-2-1984. There he performed his duties diligently and honestly. He was trapped in a false case. He was served upon a chargesheet and the inquiry was conducted. The inquiry was totally an eye-wash. After that his services were dismissed with effect from 30-08-2001 against which he had filed an appeal before the Appellate Authority but the appeal was also rejected vide order dated 27-11-2001 by the Appellate Authority.

That the order of dismissal is also absolutely illegal and not based on any evidence. It is result of totally biased mind.

That while passing the impugned order, the Disciplinary Authority has totally over-looked the matter of irregularities and illegality committed by the Inquiry Officer. During the inquiry the workman had raised several objections from time to time regarding the biased manner adopted by the Inquiry Officer. His attitude was totally discriminatory.

That during the inquiry proceedings, Inquiry Officer did not allow the representative of the claimant to cross-examine the witnesses produced by the bank and further the Inquiry Officer did not permit the workman to produce his witness in defence. The inquiry was conducted in utter disregard of the principles of natural justice as well as statutory rules of the bank.

That the order of dismissal of the workman is also liable to be set aside on the ground of discrimination as well. Shri Sultan Singh, Clerk posted at Faridabad Branch who was chargesheeted on the same charges like the workman has been reinstated whose inquiry was conducted by Shri Jogendra. One Shri N.K. Sharma, Clerk (Secretary of the Society) was also issued chargesheet containing the similar charges like the workman as well Shri N.K. Sharma has not been dismissed but he was given compulsory retirement. The workman was only singled out to be punished by way of dismissal. However, the departmental inquiry is liable to be vitiated on the ground that he was not paid any subsistence allowance at all during the pendency of the departmental inquiry and therefore, as per the settled proposition of law, the departmental inquiry into the charges leveled against the workman is liable to be vitiated/set aside. However, when the workman preferred

an appeal against the order of dismissal by the Appellate Authority it has been mentioned in the order dated 27-11-2001 of Appellate Authority that his subsistence allowance was paid to the claimant but statutory deductions were made from the subsistence allowance. In fact, no subsistence allowance was ever paid to the claimant and when he was not paid any subsistence allowance in actual the inquiry is liable to be vitiated. The purpose of the subsistence allowance is that during the time of difficulty the claimant as well as his family can take shoulder together. By not paying the subsistence allowance, the purpose of the subsistence allowance was totally vitiated by the management. Inquiry is liable to be vitiated on the ground of non-payment of subsistence allowance. The total amount of subsistence allowance was unilaterally adjusted against the loans.

That the inquiry report was not based on any evidence and Inquiry Officer was totally biased and was joining hands with the bank in order to set the claimant punished.

That the Disciplinary Authority as well as Appellate Authority has failed to appreciate that none of the charges levelled against the claimant was ever proved.

That the disciplinary as well as appellate authority has further failed to appreciate that chargesheet was issued to the claimant only in order to make the claimant a escape goat and to save the real culprit. The claimant was not guilty of any charges leveled against him. The disciplinary as well the appellate authority had not taken into consideration any objection taken by the workman-claimant regarding the inquiry proceedings. The services of the workman have been terminated wrongly and illegally. His last drawn wages were Rs.13500 per month.

It is, therefore, prayed that the workman may kindly be reinstated with full back wages, continuity of service and all other benefits attached to their service.

The management has filed written statement. In the written statement it has been stated that Shri C.P. Narula was a staff Clerk in the Ballabgarh Branch of the management bank and he was issued a chargesheet dated 15-1-2001. It was alleged in the chargesheet issued to him that while working as a Clerk in the BO of Bank at Faridabad and Ballabgarh, he as the President of Bank of India Non-agricultural (SE) Thrift and Credit Society Limited, Faridabad had induced various persons by luring them with higher rate of interest and diverted the customers to deposit in the said account which was detrimental to the interest of the bank. The claimant was, therefore, issued a chargesheet as per clause 19.5(j) of the BPS. Thereafter a departmental inquiry was instituted against him wherein the principle of natural justice was followed and the Inquiry Officer, vide his report dated 24-7-2001 had held the charges levelled against the claimant in the chargesheet as proved.

That in pursuance to the findings of the Inquiry Officer, a show cause punishment notice was issued to the

claimant on 20-8-2001. A personal hearing was given to him on 29-8-2001 in which the claimant had participated. The claimant has also preferred an appeal before the Appellate Authority. It also gave a personal hearing to him on 19-11-2001 and vide its order dated 27-11-2001 rejected the said appeal and upheld the punishment of dismissal imposed upon the claimant by the Disciplinary Authority. The management submits that the bank is a financial institution dealing in public money and does not keep in employment persons like the claimant who for his own personal vested interest indulged in the acts of omission and commission and induced the customers/public to put their deposit in specific account. The Hon'ble Tribunal may decide about the validity of the departmental inquiry as a preliminary issue.

That it is a matter of record that the claimant had joined the work on 11-2-1984. However, it is wrong and vehemently denied that the claimant was diligent and honest in his work. The claimant was issued a chargesheet dated 15-1-2001 for the acts of omission and commission mentioned therein and in pursuance to the said chargesheet, the Disciplinary Authority vide its order dated 30-8-2001 had imposed the punishment of dismissal from bank's service upon the claimant. The appeal preferred by the claimant was considered and rejected by the Appellate Authority as matter of record.

That the punishment of dismissal imposed upon the claimant is perfectly legal and just and is based upon the evidence before the Inquiry Officer, which has been considered and confirmed by the Disciplinary Authority as well as by the Appellate Authority.

It is wrong and denied that the Inquiry Officer had been conducted in a just and fair manner and in accordance with the principles of natural justice. All fair and reasonable opportunities were given to the claimant in the departmental proceedings.

That as is evident from the inquiry proceedings, the workman was given adequate opportunity to defend his case by having access to the entire documentary evidence as well to cross examine the bank's witnesses and to submit his own oral and documentary evidence in his defence. It will be seen from the inquiry proceedings that he did not participate in the inquiry and remained absent despite having been sent notices beforehand. The claimant was also provided copy of the inquiry proceedings and all possible opportunities were given to him during the inquiry proceedings to defend his case.

It is stated that there has been no discrimination against the workman as has been alleged. The gravity of the misconduct committed and proved against Shri Sultan Singh as well as Shri N.K. Sharma, Staff Clerk is different and distinct from the gravity of misconduct committed by the claimant, more particularly keeping in view the degree of his involvement in respect of the allegations substantiated against him in the inquiry. The contention that the order of dismissal is liable to be set aside because

the similar charges against Shri Sultan Singh and Shri N.K. Sharma are entirely distinct and different. In fact Shri N.K. Sharma was given the punishment of compulsory retirement. It has been proved in the inquiry that Shri Narula was responsible for luring the depositors to deposit their amount in the Credit Society with higher rate of interest when they had come to deposit the said amount with the bank and thereafter depositing the amount in the credit society they were given impression that their amounts are deposited in the bank only. Almost all the management witnesses i.e. MW-1 to MW-20 have clearly stated in the inquiry that whosoever signed the FDRs issued to them should be held responsible for the money which they had deposited in the society within banking hours when they have no intention to deposit the money in the society. They have further stated that Shri Narula was responsible for luring them to deposit their money in the credit society with higher rate of interest when they had come to deposit money with the bank and that after depositing the said amount in the credit society they were given impression that their amounts are deposited with the bank only. The said oral deposition of witnesses read with the documentary evidence in the form of various deposit receipts issued by the workman as President singly and along with other office bearers clearly goes to prove that the entire charge against him of inducing the depositors to deposit money in the society and diverting the bank's funds to that extent to the society stands proved. The workman solicited public deposits mostly from bank's depositors offering them higher rate of interest. The management witness has deposed that the funds of the society have been embezzled owing to which the society could not pay its liability. As such malafide on the part of the workman has been established in the inquiry.

It is also wrong on the part of the workman to contend that he was not paid subsistence allowance during the pendency of departmental inquiry because bank's record indicates that subsistence allowance was being paid to him regularly by the Manager, Ballabgharh Branch. However, statutory deductions were made from the subsistence allowance as per the rules for the time being in force. The contention of claimant is totally wrong and baseless to the effect that inquiry is liable to be vitiated on the ground of non-payment of subsistence allowance.

That the inquiry is based upon the evidence before the Inquiry Officer and is legal and just. The inquiry was held in consonance with the principles of natural justice. The claimant was given adequate opportunity to defend his case by having access to the entire documentary evidence as well as to cross examine bank's witnesses and to submit his own defence, oral as well as documentary.

That the Disciplinary Authority as well as the Appellate Authority have rightly appreciated the evidence before them and the punishment of dismissal from bank's service has been passed after due application of mind.

That the Disciplinary Authority as well as the Appellate Authority has rightly appreciated the charges and the findings of the Inquiry Officer. The last drawn wages of the workman was Rs. 6691.19 as sub.

It is, therefore, most respectfully prayed that the present claim may be answered in favour of the management and against the claimant. However, in case the Hon'ble Tribunal/Court feels that the inquiry is vitiated on any ground whatsoever, the management may be given further opportunity to prove the charges levelled against the claimant.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that the Disciplinary Authority has totally overlooked the irregularities and illegalities committed by the Inquiry Officer. The workman raised several objections regarding the biased manner adopted by the Inquiry Officer.

It was further submitted that the Inquiry Officer did not allow the representative of the claimant to cross-examine the witnesses produced by the bank. The Inquiry Officer did not permit the workman to produce his defence evidence.

It was further submitted that Shri Sultan Singh, Clerk and Shri N.K. Sharma, Secretary of the Society were issued chargesheet pending the similar charges but the punishment of compulsory retirement was imposed on them whereas this workman has been punished.

It was further submitted that during the course of inquiry and prior to that the claimant was not paid the subsistence allowance. For non-payment of the subsistence allowance the inquiry stands vitiated.

It was further submitted that the workman was not provided the list of witnesses prior to the inquiry so he could not cross examine the witnesses.

It was submitted from the side of the bank that the workman himself showed reluctance to cross-examine the witnesses. He was not ready to face their fury, so he absented himself on the dates of their examination in chief.

It was further submitted that the workman inspected the documents of the inquiry proceedings so; he had knowledge of the list of the witnesses though the same was not handed over to him.

It was further submitted that the workman absented himself from the inquiry proceedings deliberately. The inquiry proceeded ex-parte and after the conclusion of the evidence of the management, notice for producing evidence in defence was given to him. The workman did not produce

any witness in defence and thereafter the inquiry was closed and was concluded.

It was further submitted that he was paid subsistence allowance and it was transferred to his loan account and installments of loan were deducted from his subsistence allowance.

From perusal of the inquiry report it becomes quite obvious that the management has examined 19 witnesses. All these witnesses had deposited their amount in the Society and the amount has been embezzled and no payment has been made to them. The case of the management is that the workman was posted as Clerk in the bank but he was the President of the Society and Shri N. K. Sharma was the Secretary of the Society. Shri Sultan Singh was Clerk posted in that Branch. All the three employees have been chargesheeted. This workman was the President of the Non-agricultural (SE) for Thrift & Credit Society Limited. As a President he induced various persons by luring with higher rate of interest and diverted the customers to deposit in the said account. It was detrimental to the interest of the bank. The depositors went to deposit the money in the bank but the workman as President of the Society lured them to deposit the amount in the Society and in case they do so they would get a higher rate of interest. Thus, he persuaded the customers of the bank to deposit the amount in the account of Non-agricultural Thrift and Credit Society Limited. The workman as President of the Society issued deposit receipts of the money deposited by the customers. The amounts so deposited were embezzled and the account holders could not get back their amount with interest or even bare amount.

It was further submitted that a complaint to the bank regarding embezzlement of the amount and it was found that the three officials of the bank were instrumental in persuading the customers to deposit their money in the Society and not in the bank. The customers were lured and deposited their money in the account of the society but their entire amount was embezzled. The workman was the President of the Society and Shri N.K. Sharma was the Secretary of the Society.

It was further submitted that its stands proved from the perusal of the findings of the Inquiry Officer that all the witnesses have deposed that they deposited their amount in the said Society being persuaded by the Secretary of the Society, Shri N.K. Sharma and the President of the Society the workman. The workman was an employee of the bank and he was the President of the said Society.

It was submitted that the bank is a financial institution. It deals with public money. The workman was paid by the bank for the work of the bank but he had vested interest in the Society, so he indulged in the acts of omission and commission and induced the customers and the public who went to deposit their amount in the bank to deposit the same in the specific account of the Society. So the workman acted as an agent of the Society and he issued deposit receipts in his own handwriting.

It was further submitted that all the witnesses from MW-1 to MW-20 have clearly deposed that who over signed the FDRs issued to them should be held responsible for the money which they had deposited in the Society within the bank hours when they have no intention to deposit the money in the Society. They have also stated that Shri Narula, the workman was specifically responsible for luring them to deposit their money in the Credit Society whereas they went to deposit the money in the bank and they deposited their money under the impression that their amount were deposited in the bank only as receipts were issued to them by the workman, Shri Narula, the President of the Society and Shri N.K. Sharma, Clerk of the Society.

It was submitted that the workman being President of the Society has a major role to play and he diverted the bank's funds to the said Society. The workman solicited/deposits mostly from the bank's depositors by mis-guiding them that they they would get higher rate of interest and their entire amount were embezzled.

So far as the question of providing the Defence Representative is concerned the workman has every right to choose a Defence Representative of his own choice but it is not necessary that the bank would permit any person as Defence Representative of the workman. The workman was presented by Shri B.K. Sharma as his Defence Representative. The workman has admitted this fact so he was provided with a Defence Representative. The Bank did not permit him to engage Shri Vinod Kumar as his Defence Representative as he was not eligible as Defence Representative in the eyes of the bank. So no prejudice has been caused to the workman. He has been provided Defence Representative.

The subsistence allowance has been paid to the workman, though it has been adjusted against his loan amount. The workman did want that subsistence allowance to be transferred to his loan account. No prejudice has been caused to the workman by non-payment of the subsistence allowance to him directly. His wife is also an earning member. He resides in Faridabad (Haryana) where the inquiry was held, so it cannot be said that he was penalized and he was not in a position to attend the inquiry proceedings.

The workman has failed to establish that any prejudice was caused to him. Non-payment of the subsistence allowance cannot be ipso-facto, a ground to vitiate the proceedings.

The workman has to prove as to under what circumstances he was handicapped because of non-receipt of the subsistence allowance. The workman has failed to do so and it is admitted case that his wife was also an earning member and he has not stated anywhere that he had no money to attend the inquiry proceedings. The laws cited by the workman applicant are not relevant in view of 2004 see (L&S) 176.

The workman has admitted that he inspected the documents of the inquiry proceedings. He must have seen the names of the witnesses. He has received the charges. The charges have been leveled against him against the embezzlement of the amount of different customers. All the persons involved in depositing their money in the Society at the instance of the workman have been examined by the management in the course of the inquiry. It is true that the persons would become furious as their amounts have been embezzled due to unfair activities of the workman. It was he, who induced them to deposit the amounts in the Society whereas they have gone to deposit the same in the bank. All such customers of the Society have appeared in the inquiry proceedings and they have deposed that they were induced by the workman, Shri Narula to deposit their money in the said Society and subsequently their money was embezzled.

It further becomes obvious from perusal of the records that the workman knew that the proceedings will continue day to day. Having knowledge of the proceedings he withdrew himself from the proceedings and he was given documents regarding the evidence of the different witnesses but he dared not to cross-examine the witnesses. Thus, he was given fair opportunity of cross-examination and to produce his own evidence but he withdrew himself from the inquiry proceedings deliberately. The workman cannot, thereafter allege that he was not given sufficient opportunity to cross-examine the witnesses. The inquiry report shows that he has been given sufficient opportunity to cross examine the witnesses. He did not cross-examine them. No prejudice has been caused to him even by non-disclosing the names of the witnesses. Adequate opportunity for adducing evidence has been given.

It has been held in (2007) 2 SCC 433 and 2005 SCC (L&S) 567 that in a financial institution like Bank high degree of devotion and trust is required by the employees of the bank. The workman induced the borrowers to deposit their funds in the Society of which the workman was President and the depositors have not got back their money. The depositors have deposed in the inquiry regarding the involvement of the workman, Shri Narula. He has been given adequate opportunity to cross-examine the witnesses. It appears that the workman intended to withdraw himself from the inquiry proceedings deliberately. Principles of natural justice have been followed. The inquiry does not stand vitiated. The workman applicant, Shri Narula is not entitled to get any relief.

The reference is replied thus:

The action of the management of Bank of India in dismissing Shri C.P. Narula, S/o. Shri Bahadur Chand, Clerk from service w.e.f. 30-8-2001 is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 17-04-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2007

AWARD

का.अ. 1455.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 33/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-12012/47/2004-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 23rd April, 2007

S.O. 1455.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2004) of the Industrial Tribunal, Pune (Maharashtra) as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, which was received by the Central Government on 20-4-2007.

[No. L-12012/47/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI S.S. VYAVAHARE, INDUSTRIAL TRIBUNAL, PUNE

Reference (IT) No. 33/2004

BETWEEN:

1. The Chief Manager,
Bank of India,
Fergusson Road Branch &
Disciplinary Authority,
1201/C/A, Shivajinagar,
Pune-411004
2. Asstt. General Manager,
Pune Zone & Appellate Authority,
1162/6, Shivajinagar,
Ganeshkhind Road,
Pune-411005

... First Party

AND

Shri Govind N. Patil,
R/at 22/88, Maharashtra Housing
Board, Yerawada,
Pune-411006

... Second Party

In the matter of: Reference U/s. 10 of the I.D. Act.

APPEARANCES:

Shri Khandekar, Advocate for the First Party

Shri. C.D. Konale, Advocate for the Second Party

In exercise of the powers conferred by Clause 1 of Sec. 10 (d) read with Sec. 7 and sub-sec. 2(c) of Sec. 10(d) of the Industrial Disputes Act by Central Govt. under the Secretary of the Central Govt. has referred the following dispute to the undersigned for adjudication.

2. The dispute referred by the Central Govt. is reproduced as under :

“Whether the action of the management of Bank of India in dismissing the service of Sh. Govind Narayan Patil, Sepoy, Fergusson Road Branch, Pune without notice w.e.f. 29-5-2003 on the alleged charges of misconduct levelled against him vide chargesheet dt. 12-11-2002 is legal and justified ? If not, what relief is the concerned workman entitled to ?”

3. After the receipt of the reference, notices were issued to First Party and Second Party. The Second Party has filed his Statement of Claim at Exhibit U-6 whereas First Party has filed its Written Statement at Exhibit C-3.

4. The Second Party was in the employment of the First Party as Peon/Sepoy since 1-7-1985. Initially, the Second Party was given employment on daily wage basis and he was made permanent in 1989. The Second Party was given employment in the reserve quota for handicap person and as per the directions of Social Welfare Deptt. of the Govt., the Second Party was accommodated as daily wages employee. It is the contention of the Second Party that, even though he was given permanency and though he was required to do additional work that of Daftary and Bill Collector, he was not paid additional allowance by the First party. According to the Second Party, the officers of the First Party who were basically annoyed because of the employment of the Second Party in reserved quota have got annoyed and they were looking for an opportunity to make the Second Party scape goat. The Chief Manager of the First Party of Fergusson Road branch is appointed by the Chairman and Managing Director. The appointment of Shri. Hanmantrao Pandit as Enquiry Officer of the Second Party was under the signature of Chief Manager and opportunity was not given to the Second Party to reply said show-cause notice. On 12-11-02, the Second Party was served with a chargesheet and misconduct was levelled against the Second Party under Clause 5(j) of the bipartite settlement dt. 10-4-02. in all 3 charges were levelled against the Second Party. It is alleged against the Second Party that, he has reimbursed the medical expenses in the name of his wife Mrs Geetanjali, son Gaurav showing them dependent on Second Party. It is also alleged against the Second Party that, he has committed over-writing and erasers in the loan application form he has submitted to Bank of India Staff Co-operative Credit Society with dishonest intention. It is also alleged against the Second Party that, he has claimed leave fare concession in the

name of his son—Gaurav and daughter—Tejashree showing them as his dependent and have reason to believe that, it is a false claim. The Enquiry Officer Shri Hanumantrao Panditrao recorded the statement of in all 6 witnesses before me. He also recorded the defence statement of the Second Party and while submitting his report on 27-3-03, he has held Second Party guilty for the misconduct under Clause 5(j) of the Bipartite Settlement dt. 10-4-2002.

5. It is the contention of the Second Party that the Enquiry Officer who has conducted the enquiry is one of the staff member and the enquiry conducted by him is of utter disregard of the principles of natural justice. According to the Second Party he was not given an opportunity to submit his explanation to the chargesheet and was also not allowed to lead documentary evidence. In spite of his objection raised by him before the Enquiry Officer, same was not considered by the Enquiry Officer and the act of the Enquiry Officer against was bias. The Enquiry Officer while holding him guilty for clause 5(j) of bipartite settlement did not give detail reason and therefore, the findings recorded by the Enquiry Officer are perverse.

6. While justifying the medical reimbursement to wife Geetanjali and son Gaurav, the Second Party submits that, his wife Geetanjali is handicap. She cannot walk without crutches. She also could not conceive any child and therefore, with the consent of Geetanjali, the Second Party has solemnized his 2nd marriage with one Prema Mavale on 2-6-1990. Said Prema Mavale alias Gauri was residing jointly with Second Party and with Geetanjali. To the knowledge of Geetanjali, the 2nd wife Gauri gave birth to two children namely Gaurav and Tejashree. Till 1999 everything was going well. However, in the year 1999 the first wife of Second Party started not feeling well with the Second Party therefore, she made false report against the Second Party. With the result, the chargesheet dt. 12-11-2002 came to be issued to the Second party.

7. While justifying the loan application submitted by the Second Party, to the above reference Credit Co-operative Society, while denying the erasers and over-writing, the Second Party states that, it is the officers of the First Party has made endorsement about the non-availability of O.D. by the Second Party and also put stamp. However, it is illegally alleged against the Second Party in respect of tampering of the document.

8. According to the Second Party, the Enquiry Officer as well as the First Party has illegally held the Second Party guilty and awarded punishment of dismissal. The alleged act on the part of the First Party is an unfair labour practice under Item No. 5(a), (b), (d) and (g) of Schedule V. of the I.D. Act. The Second Party therefore, claims the relief of reinstatement with continuity of service and back wages.

9. The First Party has resisted the claim of the Second Party by submitting the Written Statement wherein, it is

contended that, the Statement of Claim made by the Second Party is false, frivolous and not based on true facts. The First Party denies all adverse allegations made by the Second Party. While denying the appointment of the Second Party on temporary basis since 1985, the First Party submits that, the Second Party was given appointment as Sepoy/Hamal w.e.f. 9-5-1989 and thereafter, he was given permanency. The First Party submits that, since the beginning the service record of the Second Party was far away from satisfaction. In the year 1993, a chargesheet was issued to the Second Party and he was given warning. On 27-6-2000 another chargesheet was issued to the Second Party as he was indulging in money lending business.

10. While justifying the chargesheet issued to the Second Party dt. 12-11-02, the First Party submits that, the Second Party has committed grave and serious misconduct of reimbursing the medical claim of his 2nd wife and illegitimate children. He has also made false claim of new Leave Fare Concession of his 2nd wife and also made erasers and over-writing in loan application form submitted by him in Bank of India Credit Co-operative Society. Because of the above referred serious and grave misconduct on the part of the Second Party, he was issued show cause notice and was subsequently served with a chargesheet.

11. While justifying the enquiry initiated against the Second Party, the First Party submits that, the allegations were explained to the Second Party. He was also given opportunity to appoint defence counsel. The Second Party was given an opportunity to participate in the enquiry. The defence representative of the Second Party was given full opportunity to cross-examine the management witness. The Second Party was also given an opportunity to adduce defence witness and only thereafter, the enquiry was concluded against the Second Party. According to the First Party, even then, before holding the Second Party guilty, opportunity of personal hearing was given to the Second Party, even after holding the Second Party guilty and after awarding punishment. While giving an opportunity of file appeal, personal hearing was given to the Second Party and therefore, by any stretch of imagination, it cannot be said that the enquiry was not initiated against the Second Party by following the principles of natural justice.

12. The First Party categorically denies that the dismissal order issued to the Second Party is an outcome of vindictive attitude against the Second Party he being appointed in reserve quota for handicap person. The First Party submits that, the Second Party was allowed to avail all benefits. He was given special leave to participate in the national games for handicap persons. He was also given choice of posting as per his request and therefore, according to the First Party, the contention raised by the Second Party devoids any merit.

13. While justifying the punishment of dismissal in connection of misconduct on the part of Second Party, the

First Party submits that, the misconduct carried out by the Second Party are grave, serious in nature. According to the First Party, Mrs. Geetanjali Patil, wife of the Second Party herself made grievance about the false claim made by the Second Party. Moreover, the evidence recorded by the Enquiry Officer of Mrs. Kelshikar and Bendre sufficiently goes to show that, over-writing and erasers on loan application form is carried out by Second Party only and therefore, the First Party justifies the punishment of dismissal and prays to reject the claim.

14. On respective contentions of the parties, I have framed following issues. My findings are recorded against the same.

ISSUES	FINDINGS
1. Whether the domestic enquiry against the Second party upon the chargesheet dt. 12-11-02 is legal, fair and proper ?	: Yes
2. If not, whether the First Party prove that misconduct of Second Party before the Court ?	: Does not survive
3. Does the First Party prove that his dismissal order dt. 29-5-03 against the Second Party is legal & proper ?	: Yes
4. Whether the Second Party is entitled to get the relief prayed for ?	: No
5. What order ?	: As per final order.

14. REASONS:

ISSUE NO. 1

Admittedly, the issue regarding fairness of enquiry was not disputed at earlier stage muchless as a preliminary issue. With the consultation of both the parties, all issues were agreed to be decided at one time. Now, it is a fact that, the First Party has examined in all 6 witnesses for proving the misconduct against the Second Party. Even before the Court the First Party has examined witness Anil Belsare and Mohan Bendre for proving the fairness of enquiry as well as misconduct on the part of Second Party.

15. The evidence of the Second Party is recorded before the Court and he has tried to bring on record that, the Enquiry Officer has hurriedly conducted his enquiry without giving proper opportunity to him to participate in the enquiry. While commenting upon the conduct of enquiry officer, Shri Konale, learned Counsel for the Second Party has submitted before me that whenever the witness has given vital admission in the cross-examination, same was not recorded by the Enquiry Officer and had asked the

management representative to take objection. He also submitted before me that, the Second Party was not given an opportunity to adduce the documents and to examine defence witness.

16. After giving conscious thought to the submissions advanced by Shri Konale, I have gone through the entire enquiry proceedings filed on record and it goes unsaying that the Second Party was allowed to engage defence representative. Shri Bhawe, defence representative engaged by the Second Party was given opportunity to cross-examine the witness and the Second Party was also given an opportunity to examine defence witness. Shri Khandekar, learned Counsel for the First Party has demonstrated before me that Shri Bhawe, defence representative has himself submitted before the Enquiry Officer about his closing of file. It is also submitted by Shri Khandekar that, Shri Bhawe, defence representative of the Second Party had informed before the Enquiry Officer on 7-2-03 that, he does not intend to present any witness or document in defence. According to Shri Khandekar, the above referred enquiry proceeding signed by Shri Bhawe unequivocally goes to show about the opportunity given to the Second Party.

17. After considering the submissions advanced by Shri Khandekar coupled with the enquiry papers filed on record, it leaves no doubt in my mind to conclude that, the Second Party was given full opportunity to participate in the enquiry. Though it has been alleged by Shri Konale that, the Enquiry Officer did not consider the admissions given by the witness, to my mind, this submission advanced by him has not been fortified by objection application filed the Second Party then and then only before the Enquiry Officer. Therefore, the submissions advanced by Shri Konale to that effect devoids any merit. The settled position of law is that, while considering the fairness of enquiry, what is to be considered as to whether the Enquiry Officer has followed the procedural part properly. From the bare perusal of record, I do not find any objectionable thing in the record so as to conclude the mistake or fault committed by the Enquiry Officer. To my mind, the record not only goes to show that the opportunity was given to the Second Party during the course of enquiry but, also even after declaring the punishment of dismissal, the Second Party was given opportunity to file appeal against the order of dismissal, was also given opportunity of personal hearing and therefore, by any stretch of imagination, it cannot be said that the procedural part followed by the Enquiry Officer is faulty. Therefore, I conclude that, the domestic enquiry concluded against the Second Party was fair, proper and as per the principles of natural justice. Therefore, I record my finding on Issue No. 1 in affirmative.

18. ISSUE NOS. 2 TO 4:

While deciding Issue No. 1, it has been held that, the domestic enquiry conducted against the Second Party was

legal, fair, proper and as per the principles of natural justice. In view of affirmative finding, to my mind, Issue No. 2 does not survive, because only in case of negative finding on Issue No. 1, the question for proving the misconduct before the Court by the employer would have been arisen. However, as the enquiry against the Second Party was held to be fair and proper, it is not necessary to decide Issue No. 2 and therefore, to my mind, the issue No. 2 will have to be answered as redundant.

19. Needless to say that, alongwith the fairness of enquiry, what is necessary to consider and decide whether the findings of the Enquiry Officer are perverse. Though specific issue to that effect is not framed, the said issue can be discussed while recording finding on Issue No. 3. It is also not disputed position that, when the enquiry against the delinquent has to be held fair and proper, while deciding the issue about perversity of finding what is material to consider is the evidence of witness recorded before the Enquiry Officer and therefore, Court is not expected to see the evidence of witness recorded before the Court as same could be considered when employer gets an opportunity to prove the misconduct of delinquent before the Court. Now, the employer gets an opportunity to prove the misconduct before the Court only when the enquiry against the delinquent is held to be without the principles of natural justice and therefore, while reiterating my submissions, I would like to submit that, the evidence of witness recorded before the Enquiry Officer will have to be considered while deciding the perversity of finding before the Enquiry Officer. The enquiry papers are filed on record and on original of which, it is seen that, the employer has examined in all 6 witnesses before the Enquiry Officer. Out of those 6 witnesses, Geetanjali Patil was the trump card of the employer. In addition to that, the employer has examined S/ Shri M.R. Bendre, Kannan, S.N. Narayankar, Smt. H.N. Kelshikar and Shri M.R. Shewale as its witnesses before the Enquiry Officer. The evidence of Geetanjali Patil is in respect of reimbursement of medical bills and Leave Fare Concession enjoyed by the Second Party by showing witness Geetanjali Patil and children Gaurav and Tejashree as dependant on the Second Party. Whereas, other witnesses examined by the First Party is for proving over-writing and erasers carried out by the Second Party on loan application form Exh. U-30. Exhibit U-23 is the chargesheet dt. 12-11-02 and on plain reading of the said chargesheet, it is seen that, in all 3 charges were levelled against the Second Party. They are—(1) reimbursement of medical charges of wife and children showing their dependant; (2) carrying out forgery in loan application form Exh. U-30 by carrying out erasers and over-writing in the said form; and (3) the availment of Leave Fare Concession of children showing their dependant.

20. The settled position of law is that, while considering the correctness of finding, when some charges are proved or when some material is established by the

employer, then the finding recorded by the Enquiry Officer cannot be said to be perverse. Keeping in mind this legal position, for the purpose of convenience, let us consider the charge in respect of over-writing and erasers carried out by the Second Party in loan application form Exh. U-30. The material witness recorded by the First Party in connection of Exh. U-30 is Mrs. Kelshikar who was working as Chief Manager at Fergusson road branch at the relevant time of incidence. Now, it is not disputed position that, Second Party had applied for getting loan to Bank of India Staff Co-operative Credit Society. The evidence of Smt. Kelshikar before the Enquiry Officer shows that, Shri Bendre, Dy. Chief Manager (Admn.) had put remark on loan application form Exh. U-30 as per her Say as the disciplinary action was initiated against the Second Party. Her statement before the Enquiry Officer shows that, after putting the said remark on Exh. U-30, witness— Shri Bendre had initiated the stamp of the First Party bank. Her evidence further shows that, at the relevant time, the Second Party had requested her not to put the said stamp because it would create a obstacle for him in getting loan. Her statement before the Enquiry Officer further shows that, she had shown her inability to the Second Party to delete the said remark. This part of evidence has been fortified by the witness—Bendre before the Enquiry Officer and also before the Court.

21. There cannot be two opinion that, on perusal of Exh. U-30 by naked eyes, there appears to be over writing and substitution of remark. The remark appears on Exh. U-30 is that, Shri G.M. Patil has not availed O.D. facility from the Bank.

22. To substantiate the said remark on Exh. U-30, Shri Konale, Learned Counsel for the Second Party has submitted before me that, in connection of loan application form, what is necessary is whether the Second Party has availed any over draft facility. The Second Party has applied to concerned deptt. By filing an application Exh. U-31 and accordingly, Shri Rajiv K. had issued him the certificate about non-availment of over draft by the Second Party. Therefore, according to Shri Konale, there is no over-writing and eraser in the application form Exh. U-30. He also submitted before me that, in connection of loan application, there is no necessity to inform about the pendency of disciplinary action. Moreover, no disciplinary action was pending against the Second Party at the relevant time. He also submitted before me that, the said form Exh. U-30 was not sent to the Chemical Analyser to prove over writing and eraser on Exh. U-30.

23. After giving conscious thought to the submissions advanced by Shri Konale, first of all it is significant to note that, the standard of proof required before the Enquiry Officer cannot be equated with the standard of proof required in the criminal trial. It has to be borne in mind that, while considering the perversity of

finding when the evidence of witness before the Enquiry Officer has to be considered, the Court must take into consideration the principles of preponderance of probabilities. The First Party is not required to prove misconduct beyond reasonable doubt. From that point of view, first of all it is significant to note that, there is absolutely no enmity brought on record between Shri Kelshikar and Bendre. Though an attempt has been made by the Second Party to show that, he has made some complaint against the officers of the Bank for not giving him allowances, even then, there is no material on record to show that, because of his allegations, Mrs. Kelshikar or Shri Bendre were adversely affected. It appears from Exh. U-30 that the application dt. 9-5-89 was in the handwriting of Shri Bendre which he also does not dispute. Witness—Shri Bendre also admits the date 31-7-89 in red ink under his signature. Now, the statement of witness Mrs. Kelshikar and Mr. Bendre shows that, in connection of said loan application Exh. U-30, the Second Party had requested Smt. Kelshikar not to write the remark about the initiation of disciplinary enquiry against the Second Party. Now, the statement of Shri Kannel also shows that, the Second Party had approached to him in the year 2002 in connection of certificate for non-availment of O.D. facilities. From the statement of Shri Kannel, it is crystal clear that he was not aware about the remark written by Shri Bendre on application Exh. U-30. Though an attempt has been made by Shri Konale, learned Counsel for the Second Party that, at the relevant time, no enquiry was pending against the Second Party. Shri Khandekar, learned Counsel for the First Party has made it clear that the initiation of enquiry cannot be equated with the domestic enquiry as initiation of enquiry includes preliminary investigation. Besides that, he has also attracted my attention on Exh. C-17 written apology claimed by the Second Party in connection of his earlier misconduct. Exhibit C-18 is the caution notice given to the Second Party and therefore, it cannot be said that, in past nothing was pending against the Second Party. Moreover, as earlier I have mentioned that, Mrs. Kelshikar and Shri Bendre have no enmity against the Second Party to state about the remark in respect of initiation of disciplinary enquiry against the Second Party. Now, it is pertinent to note that, the First Party seems to have received the loan application form Exhibit U-30 in the year 2002 on the basis of which the matter was investigated by the First Party. From the cross-examination of Mrs. Kelshikar and Mr. Bendre before the Enquiry Officer, nothing has been brought by the defence representative to discard the evidence before the Enquiry Officer. The Enquiry Officer while holding the Second Party guilty for the misconduct of eraser and over-writing in Exhibit U-30; has held that, he has considered the evidence of Smt. Kelshikar and Mr. Bendre. It is true that the Enquiry Officer did not discuss the evidence of Mrs. Kelshikar and Mr. Bendre at length. However, only on that point, the value of the evidence of Mrs. Kelshikar and Mr. Bendre before the Enquiry Officer

does not reduce. Now, needless to say that, the alteration in loan application and substitution of another remark, has definitely nexus with the faith of the employee in the mind of employer. Though Shri Konale has tried to bring on record that, the Second Party did not get the amount of loan mentioned in the application Exh. U-30 however, even then, because of the alleged act, it definitely effects the trustworthiness of the employee and therefore, definitely it is the misconduct on the service rules of the First Party. Therefore, I have no hesitation to conclude that, the Enquiry Officer did not commit any error in holding the Second Party guilty for carrying out erasers and overwriting in Exh. U-30.

24. This takes me to consider the next charge against the Second Party in respect of medical reimbursement of Mrs. Geetanjali Patil who happens to be the wife of Second Party. The record shows that, the bill dt. 6-3-92 and 11-10-96 are in respect of medical reimbursement of Geetanjali Patil. the medical bill dt. 11-10-96 is for Rs. 1511 and it is in respect of hospitalization of Geetanjali Patil. It is pertinent to note that, Smt. Geetanjali Patil herself by making complaint application dt. 1-4-02 and 15-2-02 had brought to the notice of First Party that, she was never admitted in the hospital and she did not take any medical treatment at Talera Accident Hospital. The Second Party has filed on record the certificate from Talera Hospital to show that, Smt. Geetanjali Patil was admitted in Talera Hospital. In order to falsify the evidence of Smt. Geetanjali Patil before the Enquiry Officer, Shri Konale, learned Counsel for the Second Party has tried to bring on record that, because of the 2nd marriage of the Second Party with one Gauri Patil, Geetanjali Patil got annoyed and therefore, she filed false complaint application. It is also submitted by Shri Konale that, it is a fact that, the Second Party has contracted 2nd marriage with one Gauri Patil. However, he has submitted before me that, said marriage of Gauri Patil with the Second Party was with the consent of Geetanjali Patil. In order to show that, Smt. Geetanjali Patil has a bias attitude against the Second Party, it is submitted by Shri Konale that, in the year 1998 Geetanjali Patil filed divorce petition and got decree for divorce on 21-2-02. However, the Second Party got married with Gauri Patil in the year 1990 and since then, Geetanjali Patil was staying with her state in the same house with the Second Party. While deprecating the late report filed by Geetanjali Patil against the Second Party, Shri Konale, Learned Counsel for the Second Party has also relied on the judgement of Supreme Court in the case of M.V. Bijlani Vs. Union of India & Ors. [reported in 2006(5) S.S.C. Pg. 88] wherein, initiation of enquiry proceeding after 6 years from the misconduct has been deprecated by the Second Party.

25. It is also submitted by Shri Konale, learned Counsel for the Second Party that, even accepting the fact that, without giving divorce to Geetanjali Patil, the Second Party has solemnized 2nd marriage as it does not constitute

misconduct under bipartite settlement. The reimbursement of the medical bills of Geetanjali Patil will not amount to misconduct. The submissions advanced by Shri Konale though appear to be interesting are not definitely convincing for the simple reason because there is no material brought on record by the Second Party to show that the marital relations between the Second Party and Geetanjali Patil and between Geetanjali with her steps became strain. Petition for divorce was filed by Geetanjali Patil in 1998. Therefore, when her relations were cordial with Second Party, then she had no business to file any complaint especially when she herself had given consent for the 2nd marriage of the Second Party. It is true that, the solemnization of Second Party during the subsistence of 1st marriage is not misconduct under bipartite settlement. However, making a false claim in respect of medical reimbursement is definitely not permissible. During the course of arguments, Shri Konale has tried to justify the medical bills which stand in the name of Geetanjali G. Patil and he has tried to submit that "G.G." stands for Gauri Patil. However, the very certificate of Geetanjali Patil issued by Talera Hospital in the name of Geetanjali Patil if considered collectively with the statement of Geetanjali Patil before the enquiry officer that, she was never admitted in the said hospital if considered collectively with the fact that, the Second Party did not examine any person from the said hospital then the only inference that can be drawn that, the alleged act on the part of Second Party to get reimbursement of the medical bill of Geetanjali Patil is definitely objectionable.

26. In connection of ruling relied on by Shri Kanale, though it is true that, the misconduct of medical reimbursement of Geetanjali Patil appears to be petty old, however, admittedly it has come to the knowledge of the First Party because of complaint filed by Geetanjali Patil in the year 2002. Had it been the case, complaint could have been filed before long back, then it could have been said that the First Party has committed delay in taking the action. The reimbursement of medical bill of Geetanjali Patil on the basis of complaint application dt. 1-4-02 and 15-2-02 is in connection of investigation carried out by the First Party in respect of overwriting and erasers in loan application form Exh. U-30. Therefore, to my mind, ruling relied by Shri Konale cannot be made squarely applicable to the present case.

27. In connection of medical reimbursement of Master Gaurav and Tejashree, I find much more substance in the submissions made by Shri Konale because even assuming Gaurav and Tejashree as illegitimate children, their status as dependant of the Second Party cannot be taken away. It is pertinent to note that, it is not the case of the First Party that, without spending any amount towards the medical bill of Master Gaurav and Tejashree, the Second Party has claimed the same. There is no material brought on record before the Enquiry Officer to that effect.

Therefore, to my mind, even finding of Enquiry Officer in respect of Gaurav and Tejashree though does not appear to be proper as the medical reimbursement of Geetanjali Patil has been falsified by Geetanjali herself, to my mind, there is some substance in the misconduct levelled against the Second Party about medical reimbursement and therefore, the findings of Enquiry Officer to that effect cannot be said to be perverse.

28. This takes me to consider the last misconduct about the availment of Leave Fare Concession by the Second Party. It is alleged against the Second party that, he had made false claim of Leave Fare Concession for Rs. 16,536 by submitting an application on 26-11-99 in respect of Gaurav and Tejashree claiming them as dependant. In this connection, on perusal of record, it is seen that, Geetanjali Patil has made complaint application Exh. U-20 on 16-11-99 stating that the Second Party while availing Leave Fare Concession had carried the 2nd wife of the Second Party and his parents as well as the children forgotten by the Second Party from his wedlock with his 2nd wife. Shri Khandekar, Learned Counsel for the First Party has attracted my attention on the application dt. 12-4-99 submitted by the Second Party to First Party for claiming special vehicle on the ground that, he had to carry his wife Geetanjali who is handicap and who cannot walk without crutches. While deposing before the Enquiry Officer, Smt. Geetanjali Patil has stated that, she has filed application Ex. U-21 dt. 18-11-99 and application Exh. U-20 dt. 16-11-99. It is true that, while cross-examining Geetanjali Patil before the Enquiry Officer, defence representative of the Second Party did not cross-examine Geetanjali Patil about application Exh. U-20 and U-21.

30. The Learned Counsel for the Second Party has submitted before me that, though the Second Party had claimed special vehicle by submitting that, his wife is physically handicap and cannot go without crutches; even then, the Leave Fare Concession form submitted by the Second Party shows that the name of Geetanjali Patil is not incorporated in the said form. It is true that, Shri Konale, learned Counsel for the Second Party could not give any justification about the application dt. 12-4-99 submitted by the Second Party before the First Party for claiming special vehicle on the ground that, his wife is physically handicap. However, it is significant to note that, the charge does not state anywhere that the Second Party has claimed Leave Fare Concession of his wife Geetanjali nor does it show that the Second Party has claimed Leave Fare Concession of his wife by projecting her as the first wife of the Second Party. In fact, the charge in respect of Leave Fare Concession does not state even remotely that the Second Party has claimed Leave Fare Concession of Geetanjali Patil. In connection of charge No. 2, I had discussed and held that, even assuming for the sake of arguments that, the 2nd marriage of the Second Party is illegal and the children begotten by the Second Party from her wedlock with the

Second Party are illegitimate children, even then, their status as dependant cannot be taken away. Therefore, to my mind, the findings recorded by the Enquiry Officer in respect of Leave Fare Concession cannot be accepted.

31. From the above referred discussions, though the 3rd charge in respect of Leave Fare Concession is not satisfactorily proved by the First Party, even then, the findings of the Enquiry Officer cannot be deprecated because from the findings recorded by the Enquiry Officer, the First Party has proved misconduct Nos. 1 and 2 and therefore, as the first Party has proved some misconduct of the Second Party, the findings of the Enquiry Officer cannot be said to be perverse. As the findings of Enquiry Officer cannot be said to be perverse, the only point for my consideration as to whether the punishment of dismissal awarded is subject to interference by invoking Sec. 11-A of the I.D. Act. My answer to this point is in the negative for the simple reason that the charge in respect of erasers and over writing in loan application form levelled against the Second Party is definitely serious in nature. It has a direct nexus with the faith in respect of Second Party in the mind of employer. By committing such act, in respect of loan application form Exh. U-30, the Second Party has committed the offence of forgery under Indian Penal Code, it is also serious misconduct under bipartite settlement. Because of the said misconduct, the Second Party definitely loses the faith in the mind of employer and therefore, the punishment awarded by the First Party that of dismissal cannot be said to be shockingly disproportionate so as to invoke the provisions of Sec. 11-A for substituting additional punishment by the taking lenient view. Therefore, I have no hesitation to conclude that, the Second Party is not entitled to claim reinstatement. Shri Konale has relied on following judgements :

- (1) Chief Conservator of Forest Vs. Rahimatulla [reported in 2003 (10) S.C.C. Pg. 92];
- (2) R.K. Nigam Vs. Swadeshi Cotton Mills [reported in 2003 (10) S.C.C. Pg. 245];
- (3) G. Sathi Reddy Vs. Depot Manager [reported in 2004 (10) S.C.C. Pg. 183];
- (4) Allahabad Jal Sansthan Vs. Daya S. Rai & Ors. (reported in 2005 S.C.C. Pg. 124).

All these cases are in connection of entitlement of the delinquent to get full backwages if the punishment of dismissal is to be disturbed. In present case as two misconducts committed by the Second Party appears to have been proved, whereas the misconduct in respect of forgery in the loan application form appears to be serious, to my mind, the rulings relied on by Shri Konale is not helpful to the delinquent. Therefore, from the above discussions, the reference will have to be answered in negative. Hence, order.

ORDER

Reference is answered in negative.

Pune.

Dated : 24th Nov. 06

S. S. VYAVAHARE, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1456.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 77/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2007 को प्राप्त हुआ था।

[सं. एल-22012/334/1992-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1456.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between employers in relation to the management of W.C.L. and their workmen, which was received by the Central Government on 24-4-2007.

[No. L-22012/334/1992-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI A.N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/77/2003

Date : 24-1-2007

PETITIONER/PARTY NO. 1

Shri Ranjit Ranjan,
Through the Joint Gen. Secretary,
Samyukta Khadan Mazdoor Sangh,
Walni, Sillewara,
Dist. Nagpur (M.S.)

Versus

RESPONDENT/PARTY NO. 2

The Sub Area Manager,
Walini Mines of W.C.L. Sillewara,
Dist. Nagpur (M.S.)

AWARD

(Dated, 24th January 2007)

1. The Central Government after satisfying the existence of disputes between Shri Ranjit Ranjan, Through The Joint Gen. Secretary, Samyukta Khadan Mazdoor Sangh, Walni, Sillewara, Dist. Nagpur (M.S.) Party No. 1 and The Sub Area Manager, Walni Mines W.C.L. Sillewara, Dist. Nagpur (MS) Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/334/92-IR(C-II) dt. 9-3-2003 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management of W.C. Ltd., Nagpur for non-payment of salary from October 1988 to September 1990 as Shri Ranjit Ranjan was undergoing treatment on no work no pay basis? If not, what relief is the workman is entitled to?"

3. The reference came for hearing today on 24-1-2007. The perusal of record indicates that right from the date of transfer of this claim the petitioner is not attending the Tribunal. It was for filing of the affidavit i.e. adducing an evidence in support of his claim. Today also the petitioner did not appear and adduced any evidence. Though the case was fixed for the same. It is stands as dismissed for the default of the petitioner.

Hence this award.

Dated: 24-1-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1457.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 35/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2007 को प्राप्त हुआ था।

[सं. एल-22012/95/2002-आई.आर. (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1457.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of W.C.L. and their workmen, which was received by the Central Government on 24-4-2007.

[No. L-22012/95/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI A.N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/35/2002

Date: 24-1-2007

PETITIONER/PARTY NO. 1

Smt. Parvati Mohan,
Through Shri S.R. Pendre,
General Secretary,
Lal Bavta Koyla Kamgar Sangh,
Bhiwapur Ward No. 27,
Chandrapur (M.S.)

Versus

RESPONDENT/PARTY NO. 2

The Sub Area Manager,
New Majri Open Cast Sub Area
of W.C.L. Post Shivaji Nagar,
Chandrapur (M.S.)

AWARD

(Dated, 24th January 2007)

1. The Central Government after satisfying the existence of disputes between Smt. Parvati Mohan, Through Shri S.R. Pendre, General Secretary, Lal Bavta Koyla Kamgar Sangh, Bhiwapur Ward No. 27, Chandrapur (M.S.) Party No. 1 and the sub Area Manager, New Majri Open Cast Sub Area of W.C.L. Post Shivaji Nagar, Chandrapur (MS) Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/95/2001-IR (CM-II) dt. 26-3-2002 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management in relation to New Majri Open Cast Sub Area of W.C.L., in not accepting the request of Smt. Parvati Mohan, General Mazdoor, for voluntary retirement and offering, in turn, employment to her dependent son as provided under the female voluntary retirement scheme is legal and justified? If not, to what relief Smt. Parvati Mohan is entitled to?"

3. The claim came up for hearing today. It appears that except the counsel for the management/respondent nobody is appearing for long time. The petitioner by filing her Statement of Claim had prayed to direct the party No. 1 management to declare the Party No. 2 workman medically unfit and provide a compassionate appointment to her physically handicapped son forthwith and grant any other relief. Today on behalf of the management an Order of Personal Manager dt. 16-11-2006, disclosing that the petitioner has been superannuated on 31-1-2006 after

attending her 60 years of age. Naturally the question of voluntary retirement would not be applicable. It appears that there was a scheme for voluntary retirement for the woman and appointing any person related to her on a compassionate ground. Since he has been retired after completion of 60 years, now there is no question of voluntary retirement and the benefit of that scheme. The management has filed the pursis to that effect affixing the copy of the order of the retirement. In the present circumstances now there remains no dispute and accordingly no dispute award is passed and the reference is returned to the Ministry.

Hence this award.

Dated : 24-1-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1458.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.डी.ए. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 2/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2007 को प्राप्त हुआ था।

[सं. एल-42012/30/2004-आई.आर. (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1458.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the Management of Delhi Development Authority, and their workmen which was received by the Central Government on 24-4-2007.

[No. L-42012/30/2004-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R.N. Rai, Presiding Officer

I.D. No. 2/2005

IN THE MATTER OF:

Shri Suresh Kumar Sharma and 2 others,
C/o The General Secretary,
Delhi Labour Union,
Aggarwal Bhawan,
G.T. Karnal Road, Tis Hazari,
Delhi-110054.

Versus

The Vice Chairman,
Delhi Development Authority,
Vikas Sadan, INA Market,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/30/2004-IR (CM-II) Central Government dt. 29-12-2004 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the management of Delhi Development Authority in relation to denial of equal pay for equal work to Shri Suresh Kumar Sharma, Ex-Security Guard (Regular) w.e.f. 29-11-1994 to 20-9-2002; S/Sh. Kishan Pal Sharma and Sukhender Kumar Sharma, both Security Guard (Regular) w.e.f. 7-10-1994 to 11-3-2003 and 4-12-1995 to 11-3-2002 respectively at par with other Lower Division Clerks for performing the clerical job during the said period is legal and justified ? If not, to what relief they are entitled and from which date ?”

The workman applicant has filed claim statement in the claim statement it has stated that the service particulars of the concerned workmen to whom behalf the present claim is being filed are as under :

Names	Date of Appointment	Work Charge	Work Charge (Regular)	Job of LDC
Suresh Kr. Sharma	26-9-1984	19-9-1989	10-1-1991	29-11-1994
K.P. Sharma	17-8-1980	6-1-1983	10-1-1991	7-10-1994
Sukhender Kr. Sharma	30-6-1983	19-9-1989	10-1-1991	4-12-1995

That the workmen aforesaid were initially appointed as daily wager Security Guard and their services were made work-charge/regular w.e.f 10-1-1991. During the period as detailed in para No. 1 above from their initial date of appointment, they were being treated daily rated/casual/muster roll employees and were being paid wages as fixed and revised from time to time under Minimum Wages Act by the Appropriate Government. While their counterparts, doing the work of identical nature and of the same value and who are being treated as regular employees are being paid their salaries in the proper pay scale and allowances, the benefits, which is completely denied, to the workmen aforesaid.

That the workmen, thereafter, were assigned the duties of LDC from the date as mentioned above, which they are performing exclusively to the entire satisfaction to their superiors continuously and uninterruptedly. That the workmen are fully qualified for the job of LDC in accordance

with the Recruitment Regularization for the post of LDC as per the Recruitment Rules prevalent with the DDA that the workmen are performing the duties of higher posts but are being paid salary in lower pay scale i.e. in the pay scale of Security Guards.

That the action of the management in not regularizing services of the workmen on the post of L.D.C. and not granting wages to them at par with regular LDCs from the date they have been assigned the duty of LDC is wholly illegal, bad, unjust and mala fide for the following amongst other reasons.

That the job of LDC against which the workmen aforesaid are working is of permanent and regular nature and they were assigned the duties of LDC w.e.f. date as mentioned in para No. 1 above for indefinite period and as such they are deemed to have been in the employment on permanent basis w.e.f. date they have been assigned the duties of LDC.

That employing persons on regular nature of jobs and treating them as daily rated/casual/muster roll workers and paying them lesser remuneration than those doing the identical work and the work of same value amounts to unfair labour practice as provided in Section 2 (ra) read with Item No. 10 of Vth Schedule and read with Section 25 T punishable under Section 25 U of the Industrial Disputes Act, 1947.

That the management of the Delhi Development Authority has not framed any rules of regularizations nor get it passed by the U.P.S.C. and nor notified it in the Official Gazette for governing the service conditions of the daily rated/casual muster roll/part time/seasonal workers nor it has any certified Standing Orders, governing service conditions of the daily rated casual/muster roll/part time/seasonal workers nor it has any certified Standing Orders, governing service conditions of such workers and, therefore, the Model Standing Order framed under the Industrial Employment (Standing Orders) Act, 1946 are applicable to the workman and the management of the D.D.A.

That the workmen aforesaid have acquired the status of the permanent LDC after completing 90 days of continuous service w.e.f. the date they were assigned the duties of LDC as provided in Model Standing Order framed under the Industrial Employment (Standing Orders Act, 1946).

That it is against the intention of the legislation as contained in Section 4 of the Equal Remuneration Act, 1976.

That assigning the work of a higher post and paying the salary of a lower post also amounts to unfair labour practice in addition to being a dishonest action. The workmen are being paid their salary in the lower pay scale

of Security Guard i.e. 950-1500 with usual allowances admissible under the rules.

That the action of the management is against the direction of the Hon'ble High Court of Delhi made in case of M.C.D. Vs. Lalit Mohan according to which the regularization of services shall be on 'post to post' basis.

That, a demand notice was also served upon the Chairman/Vice Chairman, Delhi Development Authority, by Regd. A/D post vide communication dt. 15-7-2002 but no reply has been received and it is presumed that the demand has been rejected. Thereafter, a Statement of Claim was filed before the Conciliation Officer, Govt. of N.C.T. of Delhi. The conciliation proceedings were initiated but the same were also resulted in failure because of the adamant and non-cooperative attitude of the management.

It is, therefore, prayed that an Award be made in favour of the workmen holding therein that the workmen concerned i.e. Shri Suresh Kumar Sharma, Shri Kishan Pal Sharma and Shri Sukhender Kumar Sharma are entitled to be regularized on the post of LDC and a direction may kindly be issued to the management accordingly to regularize the services of the workman aforesaid on the post of LDC from the date they have been assigned the duties of LDC in proper pay scale and allowance with all consequential benefits either monetary or non-monetary and to pay the difference of salaries due to them after adjusting the wages paid to them. The cost of litigation as provided in Section 11(7) of the Industrial Disputes Act, 1947 may also be awarded to the workmen.

The management has filed written statement. In the written statement it has been stated that regular and permanent nature of job is decided by the Department depending upon the vacancy with the Department. The requirement of employee was purely casual and temporary on the running project/work as per site requirement on daily wages, work charge and W/Charge (R) basis.

The brief facts of the case are given below :

That Sh. Suresh Kurnar Sharma S/o Shri A.D. Sharma transferred to MCD vide E.O. No. 410 dated : 20-9-2002. Initially he was appointed on Muster Roll basis in DDA converted into Work Charge w.e.f. 19-9-89 and on work charge regular w.e.f. 10-1-1991 as a S/G as per order of higher authority.

Sh. Kishan Pal Sharma S/o Shri Mam Chand Sharma initially appointed on Muster Roll in DDA and converted on work charge basis w.e.f. 6-1-83 and on work charge (R) basis w.e.f. 10-1-1991. He is working in a capacity of work charge regular Security Guard as per order of higher authority from time to time.

Shri Sukhender Kumar Sharma S/o Shri Bhim Singh Sharma initially he was appointed on Muster Roll basis in DDA and converted on work charge basis w.e.f. 19-9-1989 and on work charge (R) basis w.e.f. 10-1-1991. He is working

in a capacity of work charge regular Security Guard as per order of higher authority from time to time.

It is submitted that the workmen was paid wages as fixed by the Delhi Administration from time to time. No wages of the workman were retained. The workman was paid wages as were paid to his counter part working as temporary employees, neither the workmen nor other daily wages employees were doing the same and identical work as regular employees and hence the question of same wages or same benefits as regular employees does not arise. The workman is not entitled to the benefits mentioned in his claim.

That there is no cause of action in favour of the workman as against the management of DDA, more so far the reason the initial appointment of Sh. Suresh Kumar Sharma S/o. Shri A.D. Sharma, Shri K.P. Sharma S/o. Shri Mam Chand Sharma & Shri Sukhinder Kumar Sharma S/o. Bhim Singh Sharma was on the Post of S/G on Muster Roll Basis. They were converted on work charge basis and work charge regular basis as per order of higher authority and worked in a capacity of security guards. The wages as approved by the Govt. from time to time have been paid to which there was no protest.

It is denied regarding regular and permanent nature of job. Regular and permanent nature of job is decided by the department depending upon the vacancy with the department. The requirement of employee was purely casual and temporary on the running project/work as per site requirement on daily wages, work charge and w/charge (R) basis.

Department has engaged the employee in different cadres that on daily wages, work charge basis and work charge regular basis on wages/salaries decided by the Govt. for the same job as per the vacancy available with DDA time to time and this fact is also been conforming by Supreme Court Judgment No. JT 1995 (5) S.C. 636 dated 14-7-1995 in civil appeal No. 6481 of 1995 of SLP (C) No/95 CC-2786/95 of GDA V/s. Vikram Choudhary and Other may kindly be perused.

The workmen applicants have filed rejoinder. In their rejoinder they have stated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that Shri Suresh Kumar Sharma was initially engaged as daily wager on 26-9-1984. He was placed on regular work charge on 19-9-1989. He was again placed on regular work charge

on 10-1-1991. He was assigned the job of LDC on 20-11-1994.

Shri K. P. Sharma was initially engaged on 17-8-1980. He was placed on work charge on 6-1-1983, placed on regular work charge on 1-10-1991 and was assigned the job of LDC on 7-10-1994.

Shri Sukhinder Kumar Sharma was initially engaged as daily wager on 30-6-1983. He was placed on work on 19-9-1989 and on regular work charge on 10-1-1991 and he was assigned the job of LDC on 4-12-1995. The workmen have filed documents regarding their engagement and placement on work charge, on regular work charge and on the job of LDC.

Besides the documents filed by the workmen MW-1 has categorically admitted in his cross-examination as under :—

"I have joined the services in the division on the post of Executive Engineer on 29-5-2006 and since then Shri Kishan Pal Singh has been found working as Despatcher. I do not know whether Shri K. P. Sharma is working on the post of LDC from 7-10-1994. I have no idea whether Shri Sukhinder Kumar Sharma is working on the post of LDC from 4-12-1995. It is correct that Shri Kishan Pal Sharma is doing the same and similar work of LDC/Despatcher as the regular employees are doing of the department. I cannot say whether Shri Sukhinder Kumar Sharma is doing is the same work which is to be done by the regular LDC. I cannot say whether S/Shri K. P. Sharma and Shri Sukhinder Kumar Sharma are doing the identical work which is done by the regular LDC. It is incorrect to suggest that I am deposing falsely."

It is apparent that MW-1 has replied the question evasively. He has no knowledge regarding the working of the workmen at the post of LDC or Despatcher. His reply suggests that he has no knowledge as to when the job of LDC was assigned to the workmen. He has not denied that these workmen have not been working at the post of LDC as alleged.

In Para-1 of the claim statement the claimants have specifically mentioned their work as daily wager, on work charge basis, on regular work charge basis and on the job of LDC. This part has not been specifically denied. In Para-1 it has been stated that it is denied regarding regular and permanent nature of job. It has not been denied in this para that the Para-1 of the claim statement is wrong. It has not also been denied that the workmen are not working on the post of LDCs.

From perusal of the documents on record and admission of MW-1 it is found proved that the workmen have been working at the posts as stated in Para-1 of the claim statement. The workman Shri Suresh Kumar Sharma

is discharging the work of LDC from 29-11-1994, Shri K. P. Sharma from 7-10-1994 and Shri Sukhinder Kumar Sharma from 6-12-1995 as such Shri Suresh Kumar Sharma performed 10 years job of LDC on 29-11-2004, Shri K. P. Sharma on 7-10-2004 and Shri Sukhinder Kumar Sharma on 4-12-2005.

It was submitted from the side of the management that there is no question of regularization of the workmen as they have not been recruited through the procedure laid down by the government i.e. competitive examination.

It was further submitted that in view of Uma Devi's and Ors. case (2006) 4 Scale 197 the appointment on casual basis and on daily wage basis comes to an end when it is discontinued. The workmen cannot be regularized simply because they have been continued beyond the terms of their appointment.

It has been held in this Constitution Bench Judgment as under :—

“The courts must be careful in ensuring that they do not interfere unduly with the economic arrangement of its affairs by the State or its instrumentalities or lend themselves the instruments to facilitate the bypassing of the constitutional and statutory mandates.”

It is also submitted that relying on Uma Devi's case judgment the Hon'ble High Court and CATs all over the country have refused the claim of regularization in respective departments. In case the workmen are regularized, back door entries will be increased in the organization.

The management has filed photocopy of LPS 66/2007 and photocopy of the judgment of WPs Nos. 4542/2005, 3015-16/2005, 1721/2005, 1234-36/2005, 5140/2003, 18406-09/2004, 12784-91/2004, 5140/2003, 11813/2004, 5140/2003 and 4993/2000.

From perusal of the photocopy of the judgment it is not clear whether these petitioners were parties in the Writ Petitions. So the judgment in the abovementioned WPs are not applicable in the instant case. These judgments are not judgment in rem. The case of the workmen have not been decided either by the CAT or by the Hon'ble Delhi High Court.

It has been held in Uma Devi's case as under :—

- (a) Public employment in a sovereign socialist secular democratic republic, has to be as set down by the Constitution and the laws made thereunder. Our constitutional scheme envisages employment by the government and its instrumentalities on the basis of a procedure established in that behalf. Equality of opportunity is the hallmark, and the Constitution has provided also for affirmative action to ensure

that unequals are not treated equals. Thus, any public employment has to be in terms of the constitutional scheme. (Para 1).

- (b) A sovereign government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages. Going by a law newly enacted, the National Rural Employment Guarantee Act, 2005, the object is to give employment to atleast one member of a family for hundred days in an year, on paying wages as fixed under that Act. But a regular process of recruitment or appointment has to be resorted to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in a haphazard manner or based on patronage or other considerations. Regular appointment must be the rule (Para 2).

It is true that the workmen have not been appointed as per recruitment rules and through the selection procedure. It has also been held in this case that the government is not precluded from making temporary appointments or engaging workers on daily wages. Public employment can only be done in terms of constitutional scheme.

It was further submitted that the workmen have not been appointed in terms of relevant rules and after a proper compensation among qualified persons. The same would not confer any right on the appointee, if it is a contractual appointment.

It has been further held in Uma Devi's case (2006) 4 Scale as under :—

“One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in S. V. Narayanappa (supra), R. N. Nanjundappa (supra), and B. N. Nagarajan (supra), and referred to in paragraph 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of courts or of tribunals. The question of regularization of the services of such employees may have to be considered on merits in the light of the principles settled by this court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularize as a one time measure, the services of such irregularly appointed persons who have worked for ten years or more in duly sanctioned posts but not under cover

of orders of courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date."

The Hon'ble Apex Court has directed the government to regularize those workmen who have worked for 10 years without the orders of any court and against the sanctioned posts within six months from the date of the judgment. It is admitted fact that the workmen have worked for 10 years on the post of LDCs and without orders of the court. The management has not denied that the post of LDCs for regularization is not existing. By this time almost all the workmen have performed 12 to 13 years of regular work on the post of LDC. In view of this judgment the government should have formulated a scheme for regularization but no such scheme has been formulated. The workmen have still been kept temporary and they are continued in service.

The workmen have admittedly been serving the department from 1980, 1983 and 1984. Thus, by 29-11-1994 the workman Shri Suresh Kumar Sharma has served the management for 23 years, Shri K. P. Sharma has served the management for 27 years and Shri Sukhinder Kumar Sharma for 24 years. In case their entire tenure of service is counted, they are likely to be superannuated within 5 to 10 years.

Thus, the workmen have performed duties under the management for more than 23 to 24 years. In case they are not regularized they would be superannuated without any benefit of their long dedicated service. The workmen have been performing job of LDCs from 12 to 13 years. There is no adverse remarks against the discharge of duty of these workmen. Thus, the workmen deserve regularization in view of P-44 of the judgment of the Constitution Bench in Uma Devi's and others case. The case of the workmen is squarely covered under the observation of the Hon'ble Apex Court. The department has not taken any initiative for regularization of these workmen even after one year of the judgment of the Hon'ble Apex Court whereas the Hon'ble Apex Court has directed the government to regularize the services of such workmen who have worked for 10 years without orders of court and against the sanctioned posts. The workmen have worked for more than 10 years. They have not worked under orders of any court and they have worked against the sanctioned posts.

It is true that creation of posts is prerogative of the government but public employment cannot be given as a daily wager for the entire tenure of service of an employee. There is no constitutional scheme to give appointment to the citizens of the country only on daily wages basis. The department may appoint daily wagers for 2 to 3 years or under some scheme. These workmen have worked directly

under the DDA. They have not been engaged on any project or scheme, thus, they deserve regularization.

It was submitted from the side of the management that the workmen are not entitled to the principle of equal pay for equal work as they have not been appointed through recruitment rules and process of selection.

My attention was drawn to State of Haryana Vs. Jasmer Singh, date of decision 7-11-1996. It has been held in this case that if a workman is appointed on daily wages basis he cannot claim pay at par with regular employees holding similar posts as requisite qualification are not required for the engagement of daily wager. Daily wager cannot be treated at par with regular employees. This judgment of the Hon'ble Supreme Court is not applicable in the facts and circumstances of the present case.

It has been held in (1988) 3 SCC page 354 as under :—

"It has been held to be a constitutional obligation to ensure equal pay for equal work where the two sets of employees discharge similar responsibilities under similar working conditions. The plea of temporary or casual nature of employment or full time and part time employment had been negated."

In the instant case two sets of employees are discharging similar responsibilities under similar working conditions. They have been assigned the job of LDC and they have been discharging this job for 12 to 13 years.

It has been held in (1991) 1 SCC pg. 619 as under :—

"Grih Kalyan Kendra Workers' Union Vs. Union of India and Ors; though on facts no discrimination was found but the principles of equal pay for equal work was upheld and recognized where all were placed similarly and discharging same duties and responsibilities irrespective of casual nature of work. This right had been held to have assumed status of a fundamental right in service jurisprudence having regard to constitutional mandate of equality in Articles 14 and 16."

It has been held in this case that in case workmen are placed similarly and discharging the same duties and responsibilities irrespective of casual nature of work, their right assumes the status of a fundamental right in service jurisprudence in view of Articles 14 and 16.

My attention was drawn to 2003 V (SC) 407. The Hon'ble Apex Court has held as under :—

"Discharging similar nature of duties in comparison to their regular counter-parts—However, benefits not given at par—Not proper—So far as temporary and voluntary character of their jobs is concerned, when they are allowed to continue for such long periods,

that character of their initial joining is lost—Parity of benefits should be given.”

The Hon'ble Apex Court has held that in case the workmen are allowed to continue for long periods the character of their initial appointment is lost and they are entitled to parity of benefits.

In the instant case the workmen though, engaged casually have been working for 12 to 13 years their right to work has assumed the status of a fundamental right. They are discharging similar nature of duties in comparison to their regular counter-parts, so the workmen are entitled to parity of benefits and parity of scale.

In view of the above judgment the workmen are entitled to equality of status atleast after 10 years of their service on the post of LDC. The management should make payments of the total emoluments of LDCs to the workmen S/Shri Suresh Kumar Sharma from 29-11-2004, K. P. Sharma from 7-10-2004 and Shri Sukhinder Kumar Sharma from 4-12-2005. They are entitled to the entire arrears of the salary of regular LDCs from the date mentioned above.

The law cited by the management in State of Haryana Vs. Jasmer Singh dated 7-11-1996 is not applicable in the instant case in view of long tenure of service of the workmen. The law laid down by the Hon'ble Supreme Court in 2003 V pg. 407 is applicable as they have been allowed to continue for more than 12 to 13 years at the post of LDCs.

The workmen are entitled to payment at par with other Lower Division Clerks atleast after 10 years of the assignment of Clerical job and regularization.

The reference is replied thus :—

The action of the management of Delhi Development Authority in relation to denial of equal pay for equal work to the workmen is neither legal nor justified. Shri Suresh Kumar Sharma, Shri Kishan Pal Sharma and Shri Sukhinder Kumar Sharma are entitled to equal pay for equal work atleast from 29-11-2004, 7-10-2004 & 4-12-2005. The management should regularize these workmen on the post of LDC within two months from the date of publication of the award. The management should also pay the workmen the arrears of the wages of the salary of LDCs to these workmen from the dates mentioned above i.e. after 10 years of the assignment of the job of LDC.

The award is given accordingly.

Date : 16-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1459.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल इलेक्ट्रॉनिक्स लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के

बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 66/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2007 को प्राप्त हुआ था।

[सं. एल-42012/6/2001-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1459.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref.66/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Central Electronics Limited, and their workmen, received by the Central Government on 24-4-2007.

[No. L-42012/6/2001-IR(CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT II, NEW DELHI

R. N. RAI, Presiding Officer

L.D. No. 66/2001

PRESENT:

Sh. Suresh Kr. Sharma —1st Party
Sh A. K. Roy —2nd Party

IN THE MATTER OF:

Shri Rajender Kumar Sharma,
S/o. Shri Deep Chand Sharma,
R/o. III : Atta,
E-2, Bhagirathi Vihar,
Delhi-110092.

Versus

The General Manager,
Central Electronics Limited,
4, Industrial Area,
Sahibabad,
Ghaziabad (UP).

AWARD

The Ministry of Labour by its letter No. L-42012/6/2001-IR (CM-II) Central Government Dt. 6-9-2001 has referred the following point for adjudication.

The points runs as hereunder :

“Whether the action of the management of Central Electronics Limited, Shahibabad in terminating Shri Rajender Kumar Sharma, Operator from services

w.e.f. 27-12-1997 is legal and justified? If not, to what relief he is entitled to.”

The workman applicant has filed statement of claim. It has been stated therein that the workman/claimant was appointed in the company/establishment on 21-1-1981 on the post of Operator “A” and the time he was illegally terminated from the services, he was as Junior Supervisor and was getting monthly salary of Rs. 11259.

That during his whole period of service with the opposite party, the workman always performed his duties with utmost perfection, dedication, obedience and efficiency and never gave any chance of complaint to the management which is obvious from the fact that he was never been chargesheeted or even warned before the alleged chargesheet dated 21-8-1997.

That during the month of July, 1996 the claimant/workman felt discomfort due to chest pain but taking it as normal pain he kept on performing his routine factory duties.

That however, suddenly on dated 15-7-1996 the chest pain got intensified and became intolerable, therefore, the workman was resorted to go to doctor for its treatment who in addition to taking prescribed medicines, advised for complete bed rest till the pain is cured. Therefore, the workman had to stay at home till he is fully recovered from this. However, the workman had informed about his illness to his department telephonically.

That the workman was declared fit on 10-9-1996. Therefore, the workman reported for his duty next day on 11-9-1996 and submitted an application along with a medical certificate of the doctor dated 11-9-1996 before the management with the request to sanction leave for the period he remained ill i.e. from 15-7-1996 to 10-9-1996. The management was pleased to sanction leave for the said period and the applicant resumed his routine duties in the factory/company.

That however, the applicant once again fell ill on 4-10-1996 and again had to go to the doctor for the medical treatment who after thorough check up prescribed necessary medicines and advised complete bed rest till he is fully cured from the disease. Therefore, the workman had to confine to bed rest till he remained under treatment. However, he had informed the management about his disease through telephone. The workman's treatment lasted till 20-10-1996. Therefore, he had to remain absent from duties till this time. On 31-10-1996 he reached his duty in factory prescribed time and endorsed his entry in factory gate register. He also presented medical certificate dated 31-10-1996 before the management and submitted an application of even date to sanction leave for the period of his illness narrating his constraints for remaining absent from 4-10-1996 to 30-10-1996. The applicant was duly sanctioned leaves for the said period.

That thereafter, the workman resumed his usual duty in the factory/company with this wishes and hopes that ill health will never cause interruption in his active life and he will smoothly perform his routine duties but his hopes proved to be futile when he again fell ill on 2-12-1996. Severe chest pain with fast fever griped him tightly. Consequent whereupon he became very feeble and it was impossible for him in this condition to reach to his factory. Therefore, the workman had to stay home for a regular treatment from the Government Dispensary. However, this time also the workman had informed the department about his ill health by a written representation and requested for co-operation at this critical time. The claimant remained under intense treatment till dated 8-4-1997. Therefore, the workman reported for the duty on 9-4-1997 and submitted necessary documents including medical certificate and prescriptions issued by the dispensary, copy of application he wrote to the management during illness along with copy of postal UPC thereof and requested the management through application dated 9-4-1997 to sanction leaves for the said period of illness. This time also the management was pleased to duly sanction the said leaves on getting proper explanation from the workman.

That by this time, the workman had become very weak physically as well as economically because of frequent illness and due to unavoidable remaining absent from his duties for a long period of time, therefore, for the sake of his livelihood and to keep his service intact he was willing to perform his duties regularly but perhaps the fortunes was to test him even more rigorously as the circumstances turned even worse. On 16-6-1997 workman's grandmother, who was very old, fell ill. Since there was nobody in the house to look after her properly, he had to stay at home and spend whole time for her care and medical treatment and as such was not at all in the position to perform his duties despite his best efforts and wishes. However, the workman had informed about his grandmother's illness through a written application dated 15-7-1997 to Sr. Manager (P & A) in addition to the separate telephonic message. Further through his application dated 31-12-1997, he had also informed the Sr. Manager (P & A) in detail about his grandmother's illness which was accompanied by the medical certificate dated 15-9-1997 and medical prescription issued by the Doctor of the hospital with the request to co-operate with him, he had also submitted that he will report for the duties as soon as his grandmother recovers from the said illness. His grandmother remained under treatment from 16-6-1997 to 19-12-1997.

That in the meantime the workman was utterly surprised when he was in receipt of an Office Order No. 2(96)/80-Pers dated 22-11-1997 from Chief Manager (SPV-P) (Disciplinary Authority) through which he came to know that the applicant has been allegedly issued a chargesheet dated 21-8-1997 (which the applicant did not ever receive) and on the basis of the said alleged chargesheet a domestic

inquiry has been ordered to set up and Shri U. S. Taneja has been appointed as the Inquiry Officer of the same. Through the said order the workman was ordered to appear before the Inquiry Officer.

That subsequently, the workman received another letter No. 2 (926)/80 Pers. dated 3-12-1997 from Shri U. S. Taneja, Assistant Manager (CP) and Inquiry Officer "in the domestic inquiry" in which the workman was directed by the Inquiry Officer to appear before him on the fixed date 20-12-1997 and to put up his defence against the allegedly said charges failing which he will proceed ex parte against the workman.

That the workman was already plunged by the multiple miseries of poor physical, mental and economical conditions and dire family circumstances, the aforesaid Office Order dated 27-12-1997 and Inquiry Officer's letter dated 3-12-1997 deepened them even further. Yet to prove himself innocent and to keep his employment intact the workman was prepared to appear before the Inquiry Officer on the date fixed so that he could put up his case strongly by stating real facts. But neither did he ever receive any copy of alleged chargesheet, nor did he know anything about the charges. Therefore, he wrote an application to GM (P & A) dated 13-12-1997 to stay the Inquiry proceeding till his health as well as his father's and grandmother's ill health is improved and he comes out of the grip of natural calamities which had surrounded him and his family. He also requested to send copy of chargesheet so that he can participate in the said domestic inquiry with proper defence he has to set-up. But add fuel to fire, the circumstances became even more critical when he fell ill due to fever on 20-12-1997. Therefore, the workman had to write an application dated 20-12-1997 to the Inquiry Officer, Shri U.S. Taneja about his inability to appear before him on that date. He also requested to co-operate and make available a copy of chargesheet for the ends of justice and adjourn the domestic inquiry to some other date.

That the workman was optimistic that his request will be considered sympathetically and he will be furnished with the copy of needed documents and will be given sufficient opportunity to put forward his defence on next date fixed. But the workman was shocked to receive the subsequent letter of Jt. GM (PAD/HRD) dated 27-12-1997 through which he came to know that on the basis of alleged charges of un-authorised absence from 17-7-1996 to 30-6-1997 and from 1-7-1997 onwards an alleged chargesheet dated 21-8-1997 was allegedly issued in the name of the workman on the basis whereof a domestic inquiry was ordered to be set-up and Shri U.S. Taneja was appointed the Inquiry Officer of the said inquiry. The said Inquiry Officer gave his findings holding the charges to be proved on the basis of an ex parte proceeding without giving the workman sufficient opportunity to defend himself. Consequent thereupon, in a preplanned and

pre-determined manner the applicant was removed from the services of the factory with immediate effect.

That the act of opposite party company/establishment management to remove the workman from the service in a deliberate and pre-planned is quite illegal, arbitrary, immoral and mala fide as the workman never remained absent from his duties unauthorisedly for any period of time. Whenever he has to remain absent due to unavoidable reasons, he always got sanctioned leave from the management on giving appropriate explanation. Therefore, the act of opposite party is also gross neglect of labour laws and relevant provisions of ID Act, 1947 as well as the principles of natural justice. Before the said removal of service, neither the workman was given sufficient opportunity to defend himself nor one month's notice/pay was given to him, nor was he given any retrenchment compensation or any other benefit which the workman was entitled for.

That the domestic inquiry constituted to inquire into the alleged charges against the workman was also conducted proceeding in a quite illegal, baseless, arbitrary and prejudiced manner which was not more than a pre-planned and pre-determined drama of the management to separate/remove the workman from the services of company wherein the Inquiry Officer conducted the whole proceedings hurriedly and without following the principles of natural justice which is an essential ingredient of domestic inquiry. The said domestic inquiry was quite wrong, illegal and baseless on the following inter alia grounds :

- (a) Because the Inquiry Officer did not ever furnish with a copy of the alleged chargesheet despite demands and requests.
- (b) Because of not furnishing any copy of alleged chargesheet the workman was deprived from opportunity of presenting its proper reply against the charges leveled against him.
- (c) Because the workman was sent a letter No. 2(926)/80-Pers dated 22-11-1997 by the Admn. Officer through which he sent information of setting up of a domestic inquiry wherein reference to the chargesheet was made which was an obvious indication of the Admn. Officer to exceed the powers of Inquiry Officer and to conclude the inquiry proceedings in a ex parte manner. This clearly envisage that the Inquiry Officer was not acting independently and in judicious manner.
- (d) Because the Inquiry Officer fixed the first date on 20-12-1997 but the workman could not appear on that date due to ill health. He requested the Inquiry Officer through a written application to fix next date showing his inability to appear but the Inquiry Officer did not consider this fact and proceeded ex parte against him.

- (e) Because despite the request of the workman, he was not furnished any copy of chargesheet and the Inquiry Officer on the solitary dated 20-12-1997 fixed in the inquiry, passed orders to proceed ex parte without giving any further opportunity to the workman.
- (f) Because whole domestic inquiry was conducted in prejudiced and arbitrary way by the Inquiry Officer who did not follow the principles of natural justice and misused his powers by proceeding ex parte on very first day by not giving the workman sufficient opportunity to present his case.
- (g) Because quite surprisingly and remarkably whole of the inquiry proceeding i.e. from the date of setting up of the domestic inquiry till the date of separation of the workman from the services of the company was completed within 4 working days. This clearly envisages how the Administrative Authority and the Inquiry Officer acted in a concerned way without observing principles of natural justice and without following various judicial interpretations and provisions of relevant labour laws and taking undue advantage of their high position, separated the workman from the services of the company.

That to review and reconsider their decision of removing the workman from the services of company in an illegal, unconstitutional, arbitrary, illogical and mala fide way and to reinstate the applicant back to the services of the company, the applicant sent written applications dated 29-8-1998 and dated 14-1-1998 to the Chairman and the Managing Director of the Company. But they did not ever respond to the said representations of the applicant.

That in addition, the workman also sent written representations dated 17-12-1999 and 10-9-1999 through the employees union of the Company, but the management did not react on them also. Since the date of removal from the services of the company, the applicant has never been employed anywhere.

It is, therefore, most respectfully prayed that in the aforesaid Industrial Dispute and in the interest of justice this Hon'ble Tribunal/Court may graciously be pleased to award/decide the reference order in favour of the workman and against the opposite party company by directing it :—

- (a) Reinstatement of the workman back in services of the company in continuation from the date of his separation/removal from the services with full back wages and other benefits which the workman was otherwise entitled for and declaring the order of opposite party dated 27-12-1997 to be null and void.

- (b) Award costs pendente-lite in favour of the workman.
- (c) Any other relief which this Hon'ble Tribunal deems fit and proper in the circumstances of the case, may also be awarded in favour of the workman.

The management has filed written statement. In the written statement it has been stated that the present Tribunal has no jurisdiction to try and decide the present matter of the alleged dispute under the ID Act, 1947 since the appropriate government in respect of respondent company is the State Government only which is evident from Notification dated 3-7-1998 issued by the Ministry of Labour where all the power exercisable by the Central Government under the provisions of the ID Act, 1947 and the rules made thereunder had been delegated to the State Government. Not only this even on the date of dismissing the applicant i.e. 27-12-1997 the appropriate government was the State Government. It is respectfully submitted that the respondent company moved an application before the ALC, Dehradun raising the preliminary objection in regard to the jurisdiction, but the said objection was not decided by the Tribunal. In view of this the present statement of claim under reply is not maintainable and is liable to be rejected on the ground of jurisdiction.

That the workman committed misconduct by being habitually absenting himself from duties without taking prior permission of the sanctioning authority, thereby, being on unauthorized absent. Therefore, there is a clear cut violation of the rules of the respondent company by which the employee is governed and further tried to take undue advantage of the lenience shown by the respondent management. It is pertinent to note that the claimant was on un-authorised absence for a period of 233 days from July, 1996 by unilaterally determining his terms of contract which tantamount to persistent refusal to carry out the obligations.

That the claim is liable to be rejected on grounds of laches because there is lack of due diligence and inordinate delay in filing the present application under reply which shows the casual approach of the workman. There is no infirmity on the part of the management in dismissing the workman w.e.f. 27-12-1997. It is further submitted that no sufficient cause/explanation has been given by the workman on account of undue delay in the claim statement under reply; therefore, the same is liable to be rejected.

That the claim statement under reply is bad in law and misconceived and not maintainable due to the reasons that the concerned officer issued chargesheet with regard to 233 days un-authorised absence of workman during the period from 15-7-1996 to 30-6-1997 and also for his continuous un-authorised absence from 1-7-1997 onwards and the same was dispatched to him at the address informed

by him for his personal records. Since no explanation was received from the workman, therefore, a domestic inquiry was ordered to be conducted and Shri U. S. Taneja was appointed as Inquiry Officer. The Inquiry Officer conducted the inquiry as per principles of natural justice to investigate into the charges levelled against the workman. The inquiry was conducted as per the principles of natural justice and full opportunity was given to the workman to defend his case. In spite of communication to the workman, he chose not to participate in the inquiry and therefore, the inquiry was conducted ex parte. The Inquiry Officer submitted his inquiry report containing his findings and connected documents to the Disciplinary Authority. The Disciplinary Authority considered the inquiry proceedings and agreed with the findings of the inquiry proceeding and also the reasons given by the Inquiry Officer. The charges leveled against the workman were fully proved in the domestic inquiry. It is respectfully submitted that the Disciplinary Authority after thorough considerations and perusal of document, decided to remove the workman from the services of the management and accordingly, the workman was removed from the services of the company w.e.f. 27-12-1997. The claim statement of the applicant is, therefore, misconceived, bad in law, frivolous and is liable to be rejected on this sole ground.

It is vehemently denied that the claimant was terminated illegally. As it has been mentioned in hereinabove that the termination is based on domestic inquiry and on the subsequent findings of the Inquiry Officer. It is respectfully submitted that the domestic inquiry was conducted as per principles of natural justice after giving full opportunity to the workman to defend his case but even after receiving the notice, he decided not to appear before the Inquiry Officer as such the inquiry was conducted ex parte.

It is incorrect that the service record of the workman is clean and he was performing his duties with utmost perfection, dedication, obedience and efficiency and never gave any chance of complaint to the management. The same is evident from the fact that the workman was a habitual absentee and was in the practice of being on un-authorised absence from duty. For that the workman was excused and/or warned a number of times but he did not improve.

It was submitted that workman has raised a concocted story with a view to prejudice the minds of this Hon'ble Authority. It is submitted that from the averments of workman, it is evident that he hardly attended his duties from July, 1996 to 27-12-1997 and remained absent on one pretext or the other without any prior sanction. It is further submitted that the workman absented himself from 15-7-1996 to 10-9-1996, 4-10-1996 to 30-10-1996, 20-11-1996 to 23-11-1996, 1-12-1996 to 8-4-1997, 16-6-1997 and onwards, hence the management was constrained to serve with a chargesheet dated 21-8-1997 asking the workman to reply

back within 48 hours looking into the seriousness and gravity of the matter, but the workman preferred not to reply and to continue on un-authorised absence under the presumption/impression that it was his right:

It is, however, submitted that since the workman remained un-authorisedly absent for 233 days and no explanation was received from the workman, a domestic inquiry was ordered to be conducted and accordingly Shri U. S. Taneja, AGM (CP) was appointed as the Inquiry Officer vide letter dated 22-11-1997 being number 29926/80-Pers. and information regarding the appointment of the Inquiry Officer was communicated to the workman and the same was received by him. It is further submitted that from the contents of para under reply, it is evident that the workman received letter dated 22-11-1997 but even after that he did not participate in the domestic inquiry intentionally.

It is further submitted that letter no. 2 (926)/80-Pers. dated 3-12-1997 written by Inquiry Officer, Shri U. S. Taneja was write letter to workman informing about the date and time fixed for the inquiry and the same was duly received by him but in spite of instructions from the Inquiry Officer, the workman did not put his appearance before the Inquiry Officer on the date fixed.

The allegations have been raised by the workman only with a view to prejudice the minds of this Hon'ble Tribunal. It is respectfully submitted that the workman, Shri R. K. Sharma, was duly posted and served with chargesheet but he choose not to reply. It is further submitted that the allegations regarding posting of alleged letter dated 13-12-1997 by the workman is false and fabricated and the receipt of the same by the management of the answering company is denied. Since no such letter was received from the workman, therefore, the question of replying to the same does not arise at all. The allegation regarding posting of alleged letter dated 20-12-1997 by the workman, Shri Sharma to the Inquiry Officer is also denied. No such letter from the workman was received by the Inquiry Officer. The allegations in para under reply are false and fabricated. The factual position is that the workman did not put his appearance before the Inquiry Officer intentionally on the date fixed in spite of the fact that inquiry notices were received by him in time. As such no action of the management as well as of the Inquiry Officer can be termed as illegal. It is respectfully submitted that the inquiry was conducted following the principles of natural justice.

It is submitted that the chargesheet dated 21-8-1997 was duly posted and served upon the workman but the same was not replied. Since no explanation was received from the workman, a domestic inquiry was ordered to be conducted and accordingly an Inquiry Officer was appointed to investigate into the charges levelled against the workman. It is further submitted that as it has been mentioned in the preceding paras that the inquiry was conducted as per the principles of natural justice and the

full opportunity was given to the workman to defend the case but the workman decided not to participate in the inquiry, therefore, the inquiry was conducted ex parte. It is further submitted that the disciplinary authority after careful consideration of inquiry report and findings of the inquiry proceedings, removed the workman from the services of the company vide letter no. 2 (926)/80-Pers. dated 27-12-1997 with immediate effect.

It is submitted that no action of the management of answering respondent can be termed as illegal. The management was justified in taking the action of removal of the workman from the services of the company. It is further submitted that the workman, Shri Sharma does not fall within the purview of the provisions of retrenchment as contemplated in the ID Act, 1947 so the question of payment of one month's notice period or retrenchment compensation by the answering company does not arise at all.

It has been mentioned in the preceding paragraph that the domestic inquiry was conducted as per the principles of natural justice after giving full opportunity of defence to the workman; therefore, the action of the management cannot be termed as illegal.

It is submitted that the chargesheet was posted and served upon the workman but the same was not replied by him. It is further submitted that the Inquiry Officer acted as an independent person after following the principles of natural justice and no action of the Inquiry Officer can be termed as illegal.

It is further submitted that the concerned person did not put his appearance on 20-12-1997 intentionally. It is submitted that no such letter was received by the Inquiry Officer. It is submitted that the inquiry was conducted by the Inquiry Officer as per the procedure and as per principles of natural justice, therefore, no action of the Inquiry Officer can be termed as illegal.

On the foregoing submissions, it is most respectfully prayed that the claim statement is devoid of merit and has been made out just for the sake of doing the same hence is liable to be dismissed with cost.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that chargesheet was framed against him on 21-8-1997 but he was not in receipt of the chargesheet. MW-1 has admitted

that notice and chargesheet has been sent by registered post. There is no proof of service of notice and chargesheet on the workman. MW-1 has further admitted that he could not say whether the reply of the workman dated 13-12-1997 was received by the Inquiry Officer, Shri U. S. Taneja. He has also stated in the cross examination that he was not sure whether letter dated 20-12-1997 was sent to the workman by the Inquiry Officer, Shri U. S. Taneja.

It was further submitted that the workman sent a letter alongwith medical certificate on 15-4-1997 and it was received on the same day. Again he sent letter dated 31-12-1997, it was also received on the same day. The management has not denied the photocopy letters dated 20-12-1997 and 13-12-1997, so the letters dated 15-4-1997 & 31-12-1997 supported with medical certificate have been received by the management. The management has also received letters dated 13-12-1997 and 20-12-1997. The management has not denied the receipt of the letters dated 30-12-1997 & 13-12-1997. The workman has requested the management to supply him a copy of the chargesheet and relevant documents. There is no proof that the Disciplinary Authority and the Inquiry Officer have sent the office order regarding initiation of the inquiry and chargesheet to the workman. MW-1 has categorically admitted that there is no proof of service of office order and chargesheet.

It also becomes vivid from perusal of the record by letter dated 13-12-1997, the workman requested the Inquiry Officer to supply him a copy of chargesheet. This proves that the workman has neither received the chargesheet nor the office order initiating inquiry proceedings.

It also becomes quite obvious from perusal of the record that the inquiry was held on 20-12-1997 and it was concluded on the same day, whereas the workman has sent letter dated 13-12-1997 requesting for supply of the chargesheet. The Inquiry Officer has concluded the inquiry on 20-12-1997 in the absence of the workman and without serving on him the chargesheet. The Inquiry Officer has given his report on 22-12-1997. There is no proof that any notice for personal hearing has been given by the management.

It also becomes obvious from removal order dated 27-12-1997 that the workman was not heard on the point of punishment. No show cause notice for personal hearing has been given even by the Disciplinary Authority.

The management has not denied the several letters sent by the workman supported by medical certificates for leave.

From the foregoing this fact is established that the workman has not been served the chargesheet and office order regarding initiation of inquiry proceedings. By the admission of MW-1 and the letter of the workman dated 13-12-1997 demanding a copy of chargesheet and order of initiation of the inquiry; it is not a case in which the workman

deliberately withdrew himself from the proceedings of the inquiry or he was not co-operating with the inquiry proceedings. It cannot be said that the workman attempted to stultify the inquiry and his attitude was of complete non-co-operation. The inquiry was held on 20-12-1997 in the absence of the workman and it was concluded on the same day. The findings were given on 22-12-1997 and removal order was passed on 27-12-1997 without giving any show cause notice of personal hearing of the workman. As such the management has failed to prove that principles of natural justice have been followed.

It was submitted from the side of the management that the workman was habitual absentee. He proceeded on leave without sanctioned leave. My attention was drawn to 7.8 of the Service Rules. It is as under :—

“7.8. Availing of any leave without proper sanction according to rules, shall be treated as unauthorized absence from duty and will be liable for disciplinary action under conduct rules, standing orders of the company.”

It was submitted that the workman was absent for 230 days between 15-7-1996 to 30-6-1997 and there was total unauthorized absence for 455 days between January, 1996 to 27th December, 1997, the date of termination of his services. The workman has exhausted special casual leave of 77 ½ days and 29 days of EOL. The workman within a period of 726 days between 1st January, 1996 to 27th December, 1997 has presented himself for work totaling to 120.5 days.

It was further submitted that in view of service rules P-7-8 his services have been terminated.

My attention was drawn to DTC Vs. Sardar Singh (2004) 7 SCC 574. It has been held that conclusion regarding negligence and lack of interest can be arrived at by looking into the period of absence mere particularly when some is unauthorized.

My attention was drawn to (2000) 5 SCC Page 65, (2003) 3 SCC 309. It has been held that mere application for grant of leave cannot be construed to be a proper intimation of leave. It is true that in case a workman is found habitual absentee the services of such workman can be terminated.

The law cited by the management is not applicable in the facts and circumstances of the present case.

The workman applicant joined the Company of the establishment on 21-1-1981. There is no case of unauthorized absence or habitual absence prior to January, 1996. The workman has filed applications supported by medical certificates. He was ill and he was not in a position to attend office and he has regularly sent applications. Sometimes he has come and given the application in the office itself. This indicates that the workman was sincere for availing leave.

It is un-disputed that the workman has worked sincerely, honestly and diligently from the date of his appointment i.e. 21-1-1981 to 1995. He constantly fell ill in 1996 and he could not get himself cured and he exhausted all his leave. Anyone can fall ill seriously and he may remain ill for one or two years. The management ought to have ascertained whether the workman was seriously ill and he was not in a position to attend his duties. In case a workman falls seriously ill and he is not in a position to resume his work his absence may be treated as leave without pay. Habitual absence always implies temporary absence of a workman. This workman has remained seriously ill for the period of his absence and he has sent applications supported by medical leave. None of his applications have been rejected.

The management has failed to prove the service of the chargesheet and office order to the workman. The inquiry has been concluded in hot haste. The inquiry was held on 20-12-1997. It proceeded ex parte the same day and it was also concluded the same day. No opportunity to the workman has been given whereas he has already sent letter dated 13-12-1997 seeking a copy of the chargesheet. The Inquiry Officer submitted his report after two days i.e. on 22-12-1997 after conclusion of the inquiry on 20-12-1997. The Disciplinary Authority also passed the order of removal on 27-12-1997 without issuing show cause notice. In such circumstances the inquiry stands vitiated.

It has been held in (2001) 1 SCC 182 that the doctrine of natural justice is not only to secure justice but to prevent mis-carriage of justice.

It has been further held in (1999) 1 SCC 759 that it is a fundamental requirement of law that the doctrine on natural justice be complied with and the same as, is a matter of fact turned out to be integral part of the administration jurisprudence. The judicial process itself embraces a fair and reasonable opportunity to defend though the same is dependent upon the facts and circumstances of each individual case.

In the instant case it is quite apparent that the workman even has not been served a chargesheet. The inquiry was concluded on one and the same day. Punishment was imposed without show cause notice of personal hearing. The management has not adopted fair procedure. The inquiry stands vitiated on this count alone.

From perusal of the record it also becomes obvious that the workman was also negligent to some extent. He was absent for a long period though his illness does not appear to be so serious. He has remained on leave without prior sanction. In the facts and circumstances of the case the workman is entitled to reinstatement only with 25% back wages.

The reference is replied thus :

The action of the management of Central Electronics Limited, Shahibabad in terminating Shri Rajender Kumar Sharma, Operator from services w.e.f. 27-12-1997 is neither legal nor justified. The workman is entitled to reinstatement alongwith 25% back wages and continuity of service and other consequential benefits. The management should reinstate the workman within two months from the date of the publication of the award and pay him the arrears of wages.

The award is given accordingly.

Dated : 19-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1460.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० रॉयल एअरवेज लि० के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-नं.-II के पंचाट (संदर्भ संख्या 45/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-11012/2/2006-आई.आर. (सी एम-1)]
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1460.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 45/2006) of the Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Royal Airways Ltd. and their workman, which was received by the Central Government on 20-04-2007.

[No. L-11012/2/2006-IR(CM-I)]
SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

R. N. Rai, Presiding Officer

I.D. No. 45/2006

IN THE MATTER OF :—

Shri Balraj,
C/o. P. L. Srivastava,
CB-280, Ring Road, Naraina,
New Delhi-28.

Versus

M/s. Royal Airways Limited,
Cargo Complex, IGI Airport,
Terminal-I,
New Delhi-110037.

AWARD

The Ministry of Labour by its letter No. L-11012/2/2006 [IR (CM-I)] Central Government dt. 19-6-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Modiluft/Royal Airways/Spicejet Limited in terminating the service of Shri Balraj S/o. Shri Hazari Singh w.e.f. 1-1-2002 is just, fair and legal? If not to what relief the workman concerned is entitled and from which date?”

It transpires from perusal of the order sheet that reference is dated 19-6-2006. There is direction for giving award within a period of 3 months.

The workman was given dates i.e. 12-9-2006, 20-3-2007 and 18-4-2007 for filing claim statement. The workman did not turn up. He has not filed claim statement. The opportunity of filing the claim was closed on 18-4-2007.

No dispute award is given.

Dated : 19-4-2007

R. N. RAI, Presiding Officer.

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1461.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० स्पाइसजेट लि० के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-नं.-II के पंचाट (संदर्भ संख्या 44/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-11012/21/2006-आई.आर. (सी एम-1)]
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1461.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 44/2006) of the Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Spicejet Ltd. and their workman, which was received by the Central Government on 20-04-2007.

[No. L-11012/21/2006-IR(CM-I)]
SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer

I.D. No. 44/2006

IN THE MATTER OF :—

Shri Umesh Kumar,
C/o. The President,
Bhartiya Shramjivi Sangh,
CB-280, Ring Road, Naraina,
New Delhi-28.

Versus

The General Manager,
M/s. Spicejet Limited,
Pl. No. 319, Phase-IV,
Udyog Vihar, Gurgaon,
Haryana.

AWARD

The Ministry of Labour by its letter No. L-11012/21/2006 [IR (CM-I)] Central Government dt. 19-6-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Modiluft/Royal Airways/Spicejet Limited in terminating the service of Shri Umesh Kumar w.e.f. 1-1-2002 is just, fair and legal ? If not to what relief the workman concerned is entitled and from which date ?”

It transpires from perusal of the order sheet that reference is dated 19-6-2006. There is direction for giving award within a period of 3 months.

The workman was given dates i.e. 12-9-2006, 20-3-2007 and 18-4-2007 for filing claim statement. The workman did not turn up. He has not filed claim statement. The opportunity of filing the claim was closed on 18-4-2007.

No dispute award is given.

Dated : 19-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1462.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० स्पाइसजेट लि० के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-II के पंचाट (संदर्भ संख्या 43/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-11012/20/2006-आई.आर. (सी एम-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1462.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 43/2006) of the Central Government Industrial Tribunal/Labour Court, New Delhi-II, now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Spicejet Ltd. and their workman, which was received by the Central Government on 20-04-2007.

[No. L-11012/20/2006-IR(CM-I)]
SNEH LATA JAWAS, Desk Officer.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer

I.D. No. 43/2006

IN THE MATTER OF :—

Shri Rohtash Kumar,
C/o. The President,
Bhartiya Shramjivi Sangh,
CB-280, Ring Road, Naraina,
New Delhi-28.

Versus

The General Manager,
M/s. Spicejet Limited,
Pl. No. 319, Phase-IV,
Udyog Vihar, Gurgaon,
Haryana.

AWARD

The Ministry of Labour by its letter No. L-11012/20/2006 [IR (CM-I)] Central Government dt. 19-6-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Modiluft/Royal Airways/Spicejet Limited in terminating the service of Shri Rohtash Kumar w.e.f. 1-1-2002 is just, fair and legal ? If not to what relief the workman concerned is entitled and from which date ?”

It transpires from perusal of the order sheet that reference is dated 19-6-2006. There is direction for giving award within a period of 3 months.

The workman was given dates i.e. 12-9-2006, 20-3-2007 and 18-4-2007 for filing claim statement. The workman did not turn up. He has not filed claim statement. The opportunity of filing the claim was closed on 18-4-2007.

No dispute award is given.

Dated : 19-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1463.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० मोदीलुफ्ट/रॉयल एअरवेज/स्पाइसजेट लि० के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-II के पंचाट (संदर्भ संख्या 42/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-11012/6/2006-आई.आर. (सी एम-1)]
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1463.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 42/2006) of the Central Government Industrial Tribunal/Labour Court, New Delhi-II, now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Modiluft/Royal Airways/Spicejet Ltd. and their workman, which was received by the Central Government on 20-04-2007.

[No. L-11012/6/2006-IR(CM-I)]
SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer

I.D. No. 42/2006

IN THE MATTER OF:—

Shri Baldev Singh,
C/o Sh. Chhotu Ram,
C/o P. L. Srivastava,
CB-280, Ring Road, Naraina,
New Delhi-28.

Versus

M/s. Modiluft/Royal Airways/Spicejet Limited,
Cargo Complex, IGI Airport,
Terminal-I,
New Delhi-37.

AWARD

The Ministry of Labour by its letter No. L-11012/6/2006 [IR (CM-I)] Central Government dt. 19-6-2006 has referred the following point for adjudication :

The point runs as hereunder :—

“Whether the action of the management of Modiluft/Royal Airways/Spicejet Limited in terminating the service of Shri Baldev Singh w.e.f. 1-1-2002 is just, fair and legal ? If not to what relief the workman concerned is entitled and from which date ?”

It transpires from perusal of the order sheet that reference is dated 19-6-2006. There is direction for giving award within a period of 3 months.

The workman was given dates i.e. 12-9-2006, 20-3-2007 and 18-4-2007 for filing claim statement. The workman did not turn up. He has not filed the claim statement. The opportunity of filing the claim was closed on 18-4-2007.

No dispute award is given.

Date : 19-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1464.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० स्पाइसजेट लि० के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-नं.-II के पंचाट (संदर्भ संख्या 41/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-11012/16/2006-आई.आर. (सीएम-1)]
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1464.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 41/2006) of the Central Government Industrial Tribunal/Labour Court, New Delhi-II, now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Spicejet Ltd. and their workman, which was received by the Central Government on 20-04-2007.

[No. L-11012/16/2006-IR(CM-I)]
SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer

I.D. No. 41/2006

IN THE MATTER OF:—

Shri Jai Kishan,
C/o The President,
Bhartiya Shramjivi Sangh,
CB-280, Ring Road, Naraina,
New Delhi-28.

Versus

The General Manager,
M/s. Spicejet Limited,
Pl. No. 319, Phase-IV,
Udyog Vihar, Gurgaon,
Haryana.

AWARD

The Ministry of Labour by its letter No. L-11012/16/2006 [IR (CM-I)] Central Government dt. 19-6-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Modiluft/Royal Airways/Spicejet Limited in terminating the service of Shri Jai Kishan w.e.f. 1-1-2002 is just, fair and legal ? If not to what relief the workman concerned is entitled and from which date ?”

It transpires from perusal of the order sheet that reference is dated 19-6-2006. There is direction for giving award within a period of 3 months.

The workman was given dates i.e. 12-9-2006, 20-3-2007 and 18-4-2007 for filing claim statement. The workman did not turn up. He has not filed claim statement. The opportunity of filing the claim was closed on 18-4-2007.

No dispute award is given.

Date : 19-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1465.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० स्पाइसजेट लि० के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-नं.-II के पंचाट (संदर्भ संख्या 40/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-11012/18/2006-आई.आर. (सीएम-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1465.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 40/2006) of the Central Government Industrial Tribunal/Labour Court, New Delhi-II, now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Spicejet Ltd. and their workman, which was received by the Central Government on 20-04-2007.

[No. L-11012/18/2006-IR(CM-I)]
SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer

I.D. No. 40/2006

IN THE MATTER OF :—

Shri Jugat Kishore,
C/o The President,
Bhartiya Shramjivi Sangh,
CB-280, Ring Road, Naraina,
New Delhi-28.

Versus

The General Manager,
M/s. Spicejet Limited,
Pl. No. 319, Phase-IV,
Udyog Vihar, Gurgaon,
Haryana.

AWARD

The Ministry of Labour by its letter No. L-11012/18/2006 [IR (CM-I)] Central Government dt. 19-6-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Modiluft/Royal Airways/Spicejet Limited in terminating the service of Shri Jugat Kishore w.e.f. 1-1-2002 is just, fair and legal ? If not to what relief the workman concerned is entitled and from which date ?”

It transpires from perusal of the order sheet that reference is dated 19-6-2006. There is direction for giving award within a period of 3 months.

The workman was given dates i.e. 12-9-2006, 20-3-2007 and 18-4-2007 for filing claim statement. The workman did not turn up. He has not filed claim statement. The opportunity of filing the claim was closed on 18-4-2007.

No dispute award is given.

Date : 19-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1466.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैथे पैसिफिक एअरवेज लि० के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-1 के पंचाट (Comp. No. 5/2004/Arising out of Ref. No. 25/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-20025/4/2007-आई.आर. (सीएम-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1466.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Comp. No. 5/2004/Arising out of Ref. No. 25/2003) of the Central Government Industrial Tribunal/Labour Court, Mumbai-I, now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Cathay Pacific Airways Ltd. and their workman, which was received by the Central Government on 20-04-2007.

[No. L-20025/4/2007-IR(CM-I)]
SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT MUMBAI

PRESENT:

Justice Ghanshyam Dass, Presiding Officer

COMPLAINT NO. CGIT-5 OF 2004
(Arising out of Reference No. CGIT-25 of 2003)

All India Cathay Pacific Airways Employees'
Association, MumbaiComplainant

Versus

Cathay Pacific Airways Ltd., Mumbai-400 021
....Respondent

APPEARANCES:

For the Complainant : Mr. M. B. Anchan,
Advocate

For the Respondent : Ms. Das, Advocate

Mumbai, dated this the 10th day of April, 2007

AWARD

The instant complaint has been filed by All India Cathay Pacific Airways Employees' Association, Mumbai through its President Mr. Kiran Pawaskar for setting aside the order of transfer of Mr. Rajesh Kant to Delhi U/s. 33-A of Industrial Disputes Act. The matter came up for hearing today. Mr. Anchan, Advocate for the complainant states that the Complaint is not pressed.

Hence the Complaint is accordingly dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.अ. 1467.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० रॉयल एअरवेज

लि० के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-II के पंचाट (संदर्भ संख्या 47/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-2007 को प्राप्त हुआ था।

[सं. एल-11012/4/2006-आई.आर. (सीएम-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1467.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 47/2006) of the Central Government Industrial Tribunal/Labour Court, New Delhi-II, now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Royal Airways Ltd. and their workman, which was received by the Central Government on 20-04-2007.

[No. L-11012/4/2006-IR(CM-I)]
SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, NEW DELHI

R. N. Rai, Presiding Officer

I.D. No. 47/2006

IN THE MATTER OF:—

Shri Harish,
S/o. Shri Ram Chander,
C/o. P. L. Srivastava,
CB-280, Ring Road, Naraina,
New Delhi-28

Versus

M/s. Royal Airways Limited,
Cargo Complex, IGI Airport,
Terminal-I,
New Delhi-110037

AWARD

The Ministry of Labour by its letter No. L-11012/4/2006-IR (CM-I) Central Government dt. 19-6-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Modiluft/ Royal Airways/Spicejet Limited in terminating the service of Shri Harish, S/o. Shri Ram Chander w.e.f.

1-1-2002 is just, fair and legal ? If not to what relief the workman concerned is entitled and from which date."

It transpires from perusal of the order sheet that reference is dated 19-6-2006. There is direction for giving award within a period of 3 months.

The workman was given dates i.e. 12-9-2006, 20-3-2007 and 18-4-2007 for filing claim statement. The workman did not turn up. He has not filed claim statement. The opportunity of filing the claim was closed on 18-4-2007.

No dispute award is given.

Date : 19-4-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2007

का.आ. 1468.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्रा के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 106/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2007 को प्राप्त हुआ था।

[सं. एल-12012/448/91-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 24th April, 2007

S.O. 1468.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 106/2002) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 20-04-2007.

[No. L-12012/448/91-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI A.N. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/106/2002

Dated : 13-04-2007

Petitioner/ Party No. 1 : Shri Deepak Thantharate, Through the General Secretary, Union of Maharashtra Bank Employees, 542, Dr. Munje Marg, Congress Nagar, Nagpur-440012

Versus

Respondent/ Party No. 2 : Bank of Maharashtra, Through General Manager, Central Office, Lokmangal, 1501, Shivaji Nagar, Pune-411 005.

AWARD

(Dated 13th April, 2007)

1. The Central Government after satisfying the existence of disputes between Shri Deepak Thantharate, Through General Secretary, Union of Maharashtra Bank Employees, 542, Dr. Munje Marg, Congress Nagar, Nagpur Party No. 1 and Bank of Maharashtra, Through General Manager, Central Office, Lokmangal, 1501, Shivaji Nagar, Pune, Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-12012/448/91-IR(B-II) dt. 29-04-1992 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of Bank of Maharashtra in not acceding to the request of Shri Deepak Thantharate, Clerk of Bhanegaon Branch (MP) for transfer on compassionate grounds to Balaghat Branch (MP) even though his request has been registered by the Bank on 23-09-1985 is justified ? If not, what relief the workman is entitled ?"

3. The claim has come for hearing before the court on 20-04-2006. Both the parties were present along with their counsels. They are heard the petitioner has challenged the action of the management in not accepting his request to transfer him to Balaghat Branch (MP) on Compassionate Ground by an order Dt. 23-09-1995. On promotion he was transferred to some another place than his request and according to the petitioner this action was mala fide. However, when the claim up to hearing the considerable time had been elapsed. The petitioner himself has filed a Pursis that now he is not interested in continuing the claim as well as in the transfer to Balaghat. He had requested to permit him to allow to withdraw the dispute unconditionally. Permission was granted him to allow considering the matter in respect of which the dispute was raised was of the year 1985 and at present it has no consequence. Hence now in view of the Pursis it can be inferred that now there are no disputes. The petitioner does not want to continue it. Hence, it is disposed of as dismissed for want of prosecution. Hence this no dispute award.

Date : 13-4-2007

A.N. YADAV, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2007

का.आ. 1469.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फार्म के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/35 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2007 को प्राप्त हुआ था।

[सं. एल-14011/49/2000-आई.आर. (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 25th April, 2007

S.O. 1469.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. CGIT-2/35 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 25-04-2007.

[No. L-14011/49/2000-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

A. A. Lad, Presiding Officer

Reference No. CGIT-2/35 of 2001

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF (1) MILITARY FARM, KIRKEE (2) MILITARY FARM,
DEOLALI

- (1) The Director,
Military Farm, Southern Command
Kirkee, Pune 411 003 (MS)
- (2) The Officer-in-Charge,
Military Farm, Deolali (MS)

Versus

Their Workmen

The General Secretary,
Military Farm Employees Union
C/o C.V. Marathe

Parjatak Plot No. 50, Sainik Society, Darna Camp,
Deolali Camp, Nasik 422 401

APPEARANCES :

For the Employer : Mr. P. S. Gupta,
Representative

For the Workmen : Mr. V. C. Prabhakaran
Representative

Mumbai, dated 28th March, 2007

AWARD

The Government of India, Ministry of Labour by its Order No. L-14011/49/2000-IR (DU) dated 09-02-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Military Farm, Deolali in not regularising in the employment of Sh. Bandu Bahiru Wagh and 29 others (as per list enclosed) is legal and justified ? If not, to what relief, the workman is entitled ?”

List of Names of workers :

1. Bandu Bahiru Wagh
2. Kacharu Hari Ghorpade
3. Parasharm Dharkaji Barde
4. Sharapjitsingh Buddhasingh
5. Maharajdin Shivdas Yadav
6. Houdaya Pitambar Yadav
7. Kishor Bihari Shergir
8. Makunda Punja More
9. Vishnu Balwant Samore
10. Ramkumar Lahari Kori
11. Mangesh Bhimrao More
12. Ramchandra Vishram Nisarot
13. Arun Bhimrao More
14. Manoj Tejram Shrivastav
15. Bajirao Santu Kunde
16. Sheikh Abdul Hussain
17. Trimbak Murlidhar Kunde
18. Rama Valu Kunde
19. Satish Panna Chandalia
20. Vitthal Tukaram Punde
21. Karbhari Sandu Kunde
22. Shankar Walu Kunde

23. Vijay Kisan Gode
24. Rambir Inder Nhavi
25. Amarjeet Giri Bindagir
26. Thakur Dinshivdas Yadav
27. Narsingh Kheduprasad
28. Suresh Pandharinath Jadhav
29. Dharath Hari Khotade
30. Somnath Mahadeo Godse

2. Claim Statement is filed at Ex-12 by the union stating that employees involved in the reference are appointed by the First Party. The work on which they are appointed is a perennial work. Just to deprive them in claiming permanency, they are falsely shown appointed on temporary basis. They are working with First Party prior to 1990. However they are not regularised under the pretext that, there is no vacancy and they cannot be regularised since they are the employees of the contractors. So it is submitted that, employees involved, in the reference be regularised in the establishment of the First party.

3. This is disputed by the First party by filing reply Ex-19 stating that, employee involved in the reference are not engaged by the First Party. They are the employees of Contractor. They are not paid by the First Party but are paid by the Contractor. First Party has no regular work to engage these employees. Besides, there is ban on recruitment. Moreover these employees are the employees on the roster of contractor and cannot be regularised unless procedure of recruitment is followed. They are called as and when work is available. Their remuneration is paid by the contractor who pays it to the concerned employees. Since First Party cannot engage and appoint due to ban on recruitment, the prayer prayed by the union to regularise the workmen involved in the reference have no meaning.

4. In view of these pleadings, issues were framed at Ex-28 which are answered as follows :

ISSUES	FINDINGS
(1) Whether the action of the management of Military Farm Deolali in not regularising the employment of Shri Bandu Bahiru Wagh & 29 Ors. as mentioned in the list in their employment is legal and justified ?	Yes
(2) What relief the above said persons are entitled to ?	As per order below

Reasons

Issue No. 1

5. The action of the management in not regularising the employees involved in the reference is questioned by the Second Party union and treating said as a dispute, it is referred here for adjudication by Labour Ministry, Central Government.

6. The list of the workers annexed with reference and their working with First party prior to 1990 is not disputed. Second party union has examined some of the workmen out of them at Ex.-45 to 48. Besides, Second Party has examined the General Secretary of the Union at Ex.-32. Whereas First Party has examined Prem Shankar Gupta at Ex.-64. All these witnesses admit that, workers involved in the reference are working at present with First Party and they are not regularised because there is ban of Central Government for recruitment. Even case is made out that, First Party is directed to engage employees through contractors by calling tenders. They were also instructed to accept lower tender and cost of that work is paid by First Party to the Contractor which he distributed among the workers. As far as this position is concerned, it is not disputed by both.

7. The stand taken by First Party is that, they cannot regularise these workmen since they are the employees of the contractors. It is the case of First Party that, they are attending work of First Party through contractor and contractor monitored and supervised their work. Since these workers are not under the control of First Party, they are not employees of it and as such they cannot be regularised. Another reason given by First Party is that, Rules and Regulations of recruitment are not followed by Contractor while sending these workmen to work for First Party. Even those are not followed by First Party when they were allowed to work through contractor and as such they cannot be regularised.

8. As far as ban in the recruitment in the establishment of First Party is concerned, is not disputed by the Second Party. Even in all stages and even in cross examination to the workmen examined by Second Party as well as while submitting Written Statement and Written Argument. It is stand of the First Party that, due to sanction not given by Central Government, First Party cannot regularise these workmen. On this no remedy is shown by Second Party in what way First Party can be instructed to regularise these workmen when Central Government is not permitting First Party to appoint these workmen in its establishment ? Admittedly First Party is banned in recruiting the employees. Besides it is not brought on record how First Party can be directed to regularise these workmen when they are on the roster of contractor and when they were not interviewed and selected by the contractor by following recruitment rules ? When all these things are absent, then process of recruitment cannot be

confined only for the recruitment of these workmen. Said process must be made known to all. It must be open to all. There must be opportunity for all. There must be rules and regulations in selecting the candidates and they must be made known to all concerns. All these things are admittedly absent when these workmen were sent to the First Party by the contractor. Only because they are working with First Party definitely they cannot claim employer-employee relationship with First Party. Unless and until First Party recruit them by following due process of law and till then, if at all, they are not regularised, then question will be different. Here admittedly workmen involved in the reference are not interviewed by the First Party. They were not selected by the First Party. Rules and Regulations of appointment were not followed by First Party while taking these workmen on work, since they are the workmen of the contractor. In that scenario it is not expected from the First Party to regularise them. And all the while First Party saying that, there is ban in recruitment and there is no vacancy since posts are not created or sanctioned by the Central Government.

9. In view of this discussion, I conclude that, decision taken by First Party in not regularising the employees listed in the schedule cannot be declared not legal and not justified. So I answer above issue to that effect.

10. In view of discussion made above I conclude that reference deserves to be rejected. Hence the order :

ORDER

Reference is rejected.

Dated : 28-03-2007

A.A. LAD, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2007

का. आ. 1470.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी.ऑफ इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 3/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2007 को प्राप्त हुआ था।

[सं. एल-17012/59/1997-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 25th April, 2007

S.O. 1470.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 3/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the annexure in the Industrial Dispute between the management of LIC of India and their workman, which was received by the Central Government on 24-04-2007.

[No. L-17012/59/1997-IR(B-II)]
RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

REFERENCE NO. 03 OF 1998

Parties : Employers in relation to the management of Life Insurance Corporation of India.

AND

Their workmen.

Present : Mr. Justice C. P. MishraPresiding Officer

Appearances :

On behalf of the Management : Mr. P. K. Dasgupta, Manager (P & IR)

On behalf of the Workmen : Mr. D.P. Chakraborty, member of the Working Committee, L.I.C. Employees' Association (Kolkata Division).

State : West Bengal

Industry : Banking

Dated 19th April, 2007

AWARD

By Order No. L-17012/59/97-IR (B-II) dated 22nd January, 1998 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Life Insurance Corporation of India in terminating the services of Shri Tarun Kumar Das w.e.f. 31-12-1994 is legal and justified? If not, to what relief the said workman is entitled?"

2. This reference has been made at the instance of Shri Tarun Kumar Das the concerned workman. He happened to be a Peon in the office of LIC at Haldia Branch. He was dismissed from service on the basis of the report of a domestic enquiry. From the statement of claims filed by him it appears that while he was working as a Peon in the cadre of Sepoy at Haldia Branch of LIC, on 20th February, 1992 a chargesheet was issued against him regarding defalcation of money arising out of disparity in the entries of the postal stamp register and the despatch register. According to the workman he had no conception of the disciplinary proceeding as he was educated upto Class-VIII only and was a Class-IV employees. So, on receipt of the chargesheet he approached his union i.e., Howrah Division Insurance Employees' Union and on the advice of his Association he got his reply prepared in which the charges were admitted and the same was forwarded to the authorities concerned. The management, thereafter,

arranged a mock domestic enquiry and under the influence of the union leader and in the belief that he will be saved from punishment, he admitted the charges before the Enquiry Officer also, but subsequently, he was dismissed from service on 31-12-1994. Thereafter, he also preferred an appeal before the Zonal Manager and later submitted a memorial to the Chairman of the LIC, but his prayers were refused and the punishment became final. It is alleged that nothing was explained to him clearly and he had acted on the advice of the union people and under the impression that by admitting his guilt, he will be pardoned. So far as the enquiry report is concerned, he has challenged the same on the ground that it was held against the principles of natural justice and neither any evidence was produced by the management, nor any opportunity was afforded to him to defend himself. It is further alleged that the action of the management of LIC is bad, illegal, unjustified and invalid. The workman accordingly prayed that he be reinstated in service after declaring the disciplinary proceeding held against him as vitiated and exonerating him from the charges.

3. The management also filed a written statement in reply and challenged everything stated in the statement of claims of the workman. It has been stated on behalf of the management that from the very beginning of his service career the workman concerned was not maintaining good moral character and complaints were often heard against him regarding his misconduct. However, on 28-3-1994 and 19-4-1994 the Corporation received some petitions with the allegations that the workman Tarun Kumar Das had stolen money of the colleagues and they requested the management to transfer him to some other place so that they would rid of him. It is also stated that prior to the present incident also the said workman had committed misappropriation and chargesheeted by the Corporation on the basis of the detection of such misappropriation by audit. The investigation was also made on its basis and a sum of Rs. 9835 meant for purchase of postal stamp was found misappropriated and was recovered from him. It is also stated that at the relevant time the workman was attached to the despatch department and he was entrusted with the work of purchasing postage stamps and pasting stamps on the mails and made necessary entries in the books. It is stated further that on the basis of the investigation report a chargesheet was framed on 20-2-1992 and he was served to Shri Tarun Kumar Das. The charges contained five heads. Thereafter, the workman submitted his reply to the charges through his letter dated 10-4-1992 and admitted the charges against him with appeal to take sympathetic view. It is stated that the workman had submitted a letter before the Manager, Haldia Branch on 1-7-1991 stating therein that he had retained some stamps without pasting them on the letters concerned but he could not trace those stamps and so he was ordered to deposit the concerned amount of Rs. 2268 on 15-2-1993. He replied to the above charge and admitted the allegations. On

21-4-1994 again the said workman made appeal to the Senior Divisional Manager, Howrah Division with a prayer to transfer him from Haldia to Contai Branch while the charge was pending against him. On receipt of the reply to the chargesheet the then Senior Divisional Manager arranged for a domestic enquiry into the matter by appointing one Mr. M. B. Mukherjee as the Enquiry Officer by order dated 3-2-1994 and the order was also communicated through the Enquiry Officer to the said workman asking him to participate in the enquiry. The date of enquiry was fixed on 9-5-1994 in the office of the Senior Branch Manager, Haldia. The workman appeared, attended and participated in the enquiry. One Shri Uttam Kumar Badya was appointed Presenting Officer by the management and when the Enquiry Officer read out the charges and explained it to him in vernacular, the workman concerned admitted the charges and thereafter the Enquiry Officer did not think it necessary to proceed with the formalities of the enquiry. Accordingly, the proceeding was submitted to the competent authority who on perusal of the report passed the order of punishment of his dismissal from service against which the workman filed appeal to the Senior Divisional Manager and when his appeal was dismissed, he also filed a memorandum to the Chairman. But, both the appeal and the memorandum were dismissed and rejected. It is submitted on behalf of the management that so far as the validity of the enquiry is concerned, the entire allegations of the workman is false and incorrect and since the workman had himself admitted the charge there was no necessity of examining witness, nor the workman ever asked for examining any witness or production of documents before the Enquiry Officer. Therefore, the allegation in this regard is false and baseless and a prayer is also made that this matter be enquired into first. It is alleged that the termination of the concerned workman from service was just and fair and the reference is not maintainable. It is prayed that the reference be answered in favour of the management.

4. This Tribunal held a preliminary hearing in respect of the legality and validity of the enquiry proceeding and on consideration of the materials available on records vide order dated 9-1-2002 held that the enquiry is valid and legal. Thereafter the matter was fixed for hearing the parties regarding adequacy of punishment inflicted upon the concerned workman and the parties were accordingly heard.

5. Ext. W-1 is the chargesheet dated 20-2-1992 issued to the workman concerned. The allegation against the workman is that while was working in Despatch Section of Haldia Branch he had defalcated a total sum of Rs. 9835 meant for purchase of postage stamps and five specific instances have been indicated in the said chargesheet. Four other allegations are also there regarding false entries in the Despatch Register and also regarding improper maintenance of the Despatch Register and Postage Account Register. He was thus charged for breach of

Regulations 21 and 24 read with Regulation 39(1) of the Life Insurance Corporation of India (Staff) Regulations, 1960. It is also indicated therein that the concerned workman is liable for the penalties specified under Regulation 39(1)(a) to (g) of the said Regulations.

6. On the perusal of the aforesaid facts and submissions made by the parties it is evident that the workman concerned was working as a Peon at Haldia Branch of LIC and the management on receiving complaints against him had got the matter enquired regarding misappropriation of cash for purchase of postage stamps and as a result of investigation made a sum of Rs. 9835 for purchase of postage stamps was found misappropriated. It is also evident that admittedly the workman was attached to the despatch department and he was entrusted with the work of purchasing postage stamps and pasting stamps on mails and thereby made entries in the books for the purpose. The charges were framed for the said offence against him and in reply to that the workman had submitted his regret by admitting the charges with appeal to take sympathetic view against him. Earlier to this he had also sought time to trace out some missing stamps without pasting them on the mails concerned and in this connection he was also ordered to deposit a sum of Rs. 2268. In this connection the enquiry which was conducted against him by the management the workman had admittedly appeared and attended and participated in the enquiry before the Enquiry Officer who had read out the charges and explained it to him in vernacular. The concerned workman had also personally admitted the charges so framed therein. The enquiry proceeding in the matter vide Ext. W-1(b) itself goes to show that the Enquiry Officer had put specific questions regarding the purchase of postage stamps by him and regarding the misappropriation of various amounts and also about his having made entries thereof in the postage accounts register for the same. A specific question was also put to him by the Enquiry Officer as to whether he had misappropriated a sum of Rs. 5902 worth of stamps by making entries of the same against multiple policy numbers in the Despatch Register so as to inflate the total amount of consumption to which he had admitted the same showing the amounts so misappropriated by him and to have made false entry in the record for the same. Besides that he had also admitted his overwriting made by him to inflate the amount of consumption. Further, he had also admitted to have made false entries by way of writing imaginary and fancy names in the despatch register to defraud the Corporation with the cost of stamps involved. In view of the aforesaid fact it is very much evident that the workman who was served with the chargesheet dated 20-2-1992, Ext. W-1 to have been found to have defalcated a sum of Rs. 9835 meant for purchase of postage stamps. The charges were also there against him that he not only made overwriting but had also made false entries writing imaginary and fancy names in the despatch register to defraud the Corporation.

7. It has been submitted by the representative of the workman however in this connection to take a lenient view in the matter as the alleged admission of guilt was under some misconception that a sympathetic view would be taken and he being a Class-IV employee not acquainted with the nature of work entrusted to him and that he did not do this act intentionally. It is also submitted on his behalf that in fact he was a victim of conspiracy to rope him by other colleagues of his department and taking advantage of his simplicity and innocence he had been falsely implicated in this case. Management, however, has denied this aspect of defence taken by the workman and has also referred to Clause I(1)(i) to Clause I(1)(xi) of the Establishment Manual of LIC wherein the duties of a Peon with the regard to postage and mails are mentioned to be there as under :

"1. DUTIES OF PEONS

1. The main duties of a peon in the Corporation Offices would include the following :—

-
-
- (viii) Affixing stamps, sticking or sealing envelopes or wrappers, typing of packets or packing up of parcels etc.
- (ix) Operation of Franking Machines.
- (x) Despatch and/or hand delivery of letters and taking cash etc. to Banks.
- (xi) Any other work of similar nature which the officer-in-charge instructs to peon to carry out."

Apart from the above duties so mentioned in the manual for this it is also evident that the workman concerned overall had a duty to perform his work and carry on instructions given to him with his full devotion and integrity and there can be no excuse for committing any fraud or misappropriation of the money or property so entrusted to him while performing his duty as such in this regard. Had it been a case of mere negligence or had it been a case of mere lack of sufficient knowledge to do the said particular work which was so entrusted to him a lenient view possibly could have been taken against him. However, in this case as the charge goes against him he has not only misappropriated certain postage stamps but also to have made overwriting and had also committed fraud by withholding the amount and stamps in order to misappropriate them for his own personal gain which as such goes to show not a bonafide mistake or negligence on his part but it shows an intentional lack of integrity of the workman for committing misappropriation of money of the Corporation for which there can be no excuse. The enquiry proceedings so conducted against him vide Ext. W-1(b) goes to show that full opportunity was given to him to defend himself but, he actually admitted them and

अनुसूची

मंडल/तहसील/तालुका : जामखेड		जिला : अहमदनगर		राज्य : महाराष्ट्र	
गांव का नाम	सर्वे नंबर / गट नंबर	आर ओ यु अजित करने के लिये क्षेत्रफल			
		हेक्टेयर	एयर	सी एयर	
1	2	3	4	5	
1) जवळा	526	00	15	03	
	527	00	22	16	
	528	00	28	68	
	529	00	28	85	
	530	00	05	98	
2) पोटेवाडी	गांव सीमा के पास गाडी रास्ता	00	04	20	
	135	00	72	77	
	136	00	04	84	
	137	00	25	65	
	118	00	35	40	
	138	00	45	70	
	140	00	10	15	
	147	00	89	22	
	146	00	25	10	
	145	00	10	36	
	गट नंबर 144 और 145 के बीच का रास्ता	00	07	20	
	144	00	45	32	
	153	00	81	34	
	155	00	20	56	
	156	00	40	38	
	157	00	25	37	
	168	00	15	89	
	169	00	69	82	
	170	00	35	86	
	167	00	22	56	
	171	00	29	55	
	172	00	28	36	
3) नान्ज	171	00	29	55	
	172	00	28	36	
	461	00	16	40	
	462	00	39	77	
	471	00	40	71	
	467	00	38	25	
	470	00	64	92	
	659	00	03	99	

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1	2	3	4	5
3) नालंज (निरंतर...)	660	00	32	41
	662	00	11	21
	657	00	10	58
	656	00	79	44
	653	00	03	01
	665	00	26	01
	649	00	26	38
	666	00	11	43
	667	00	27	40
	811	00	10	55
	812	00	27	27
	813	00	11	98
गट नंबर 807 और 819 के बीच का	00	06		88
रास्ता				
807	00	09		22
819	00	13		68
820	00	07		52
806	00	58		15
856	00	14		86
857	00	74		14
गट नंबर 857 और 887 के बीच का	00	01		53
नाला				
887	00	42		58
886	00	97		30
864	00	08		41
972	00	29		86
974	00	25		38
973	00	00		41
975	00	66		87
गट नंबर 975 और 982 के बीच का	00	01		20
गाड़ी रास्ता				
982	00	31		01
983	01	18		78
966	00	66		19
1057	00	94		80
1059	00	34		74
1060	00	37		69
1061	00	00		57
1056	00	58		24
1055	00	53		71
गट नंबर 1054 और 1066 के बीच का	00	00		90
नाला				
1054	00	14		74
1066	00	82		93
गट नंबर 1054 और 1066 के बीच का	00	02		04
गाड़ी रास्ता				
1065	01	74		66

For the Management : Sri Pramod Kumar Thakur, -
Advocate

For the Workman : Sri Satyendra Krishna Prasad,
Advocate

PRESENT:

Vasudeo Ram, Presiding Officer, Industrial Tribunal,
Patna

AWARD

Patna, dated the 18th April, 2007

By adjudication order No. L-41012/132/2001-IR(B-I) dated 18-3-2002, the Government of India, Ministry of Labour, New Delhi has referred under clause (d) of Sub-Section (1) and Sub-Section (2-A) of Section 10 of the Industrial Disputes Act, 1947, the following dispute between the management of Eastern Railway, Fairly Palace, Kolkata and their workman Sri Narendra Kumar Singh to this Tribunal for adjudication on the following :

“Whether the claim of Sri Narendra Kumar Singh, Contract Labour of M/s. Purvanchal Caterers that he became the employee of Principal Employer i.e. Eastern Railway is justified? If so, whether the action of the Eastern Railway in terminating the services of Sri Narendra Kumar Singh w.e.f. 10-6-1997 is justified? if not what relief he is entitled?”

2. The parties appeared on notice and filed their respective written statements, the workman on 16-12-2003 and the management on 8-1-2004. The contention of the workman is that he worked as a Sales-in-charge in the Pantry Car of Jayanti Janata Express from 1-2-1981 to 26-3-1984 continuously through M/s. Singh Caterers and Venders. In 1984 Eastern Railway terminated his services. He was again employed in the Pantry Car of Shramjivi Express w.e.f. 24-7-1992 through M/s. Purvanchal Caterers. On 10-6-1997 his services were abruptly terminated by the Eastern Railway without any reason and without making payment of compensation. During the period 24-7-1992 to 10-6-97 Eastern Railway was not Registered under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970 and Purvanchal Caterers was also not having any Licence under Section 12 of the said Act. Hence there was no legal and valid contract existing between Eastern Railway and M/s. Purvanchal Caterers as is contemplated by Contract Labour (Regulation and Abolition) Act, 1970. The so called contract between them was not genuine and real in absence of the compliance of Sections 7 and 12 of that Act. The workman contends that he worked continuously from 24-7-1992 to 10-6-1997 under the sham and invalid contract. The workman further contends that he was engaged by Eastern Railway through M/s. Purvanchal Caterers and since there was no legal valid and real contract existing between Eastern Railway and M/s. Purvanchal Caterers in the eyes of has he (Narendra Kumar Singh) would be deemed to be

the workman of Eastern Railway. Neither notice, notice pay nor compensation was paid to the workman before retrenchment and as such his termination from service was but illegal retrenchment. The workman claims that he be reinstated with full back wages and other consequential benefits.

3. The contention of the management is that the Indian Railways since past has been providing food etc. to its travelling passengers in trains through pantry car for which the Railway authorities used to invite applications from general public having experience in catering services for granting contract for pantry car. Accordingly the Railway invited applications from eligible contractors for providing catering services in Pantry Car of Shramjivi Express running between Patna Junction and New Delhi in the year 1992. Among the bidders M/s. Purvanchal Caterers was selected and an agreement between M/s. Purvanchal Caterers and the Railway was entered into on 23-7-1992. In the agreement the railway fixed certain terms and conditions with regard to the employee's medical fitness. In the whole agreement there was no clause with regard to the service conditions of the employees engaged by the contractor. The contractor itself was whole and sole responsible for its employees' engagement, termination of services and other working conditions. The contention of the management is that Sri Narendra Kumar Singh was engaged by M/s. Purvanchal Caterers according to its own terms and conditions. Sri Narendra Kumar Singh was not engaged by the Railway nor Shri Singh was the employee of the Railway. Shri Singh was not paid the wages by the Railways, hence there was no question of termination of his services by the Railways. Since Shri Singh was not under the employment of Railways the question of Registration of Eastern Railway under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter to be called 'the Act' for brevity) is not required. According to the management if the contract between M/s. Purvanchal Caterers and the Railway was not legal and valid none aggrieved by the said contract is legally entitled to any relief from any Court of Law. Further the contention of the management is that since there was no relationship of employer and employee between M/s. Eastern Railway and Shri Narendra Kumar Singh, no direction to M/s. Eastern Railway to absorb Mr. Singh can legally be given. Under the circumstances, according to M/s. Eastern Railway Shri Narendra Kumar Singh is not entitled to the claims made it by him in the case.

4. Upon the pleadings of the parties and the terms of reference the following points arise out for decision :

- (1) Whether the claim of Shri Narendra Kumar Singh, Contract Labour of M/s. Purvanchal Caterers that he became the employee of principal employer i.e. Eastern Railway is justified?

- (ii) Whether the services of Shri Narendra Kumar Singh was terminated by Eastern Railway? If so, whether was that action justified?
- (iii) To what relief or reliefs Shri Narendra Kumar Singh is entitled?

FINDINGS

Point No. (i):

5. The management has not adduced any evidence on its behalf. The workman Shri Narendra Kumar Singh alone has deposed on his behalf. He has filed certain documents also which have been marked Exhibit. Shri Narendra Kumar Singh (W.W.1) has stated that he was Sales-in-Charge in Pantry Car of Jayanti Janata Express Train. He has stated that Chief Commercial Manager, North Eastern Railway had appointed him. But has not filed any appointment letter in support of the same. He claims to have worked on that post from 1981 to 1984. He has proved the photocopy of list of as many as 26 persons including himself (Ext. W) who as per his statement worked in Pantry Car of Jayanti Janata Express Train. He has also proved the photocopy of Railway Pass (Ext. W/1) granted to them by the railway for travelling in Jayanti Janata Express from Barauni Jn. to New Delhi and back. He has also proved the photocopy of Certificate (Commendation letter) granted to him by the Train Superintendent of Jayanti Janata Express train (Ext. W/2). I may mention here that the aforesaid evidence adduced on behalf of the workman relate to his working in the Pantry Car of Jayanti Janata Express Train under M/s. Singh Caterers and Vendors and not in Shramjivi Express under M/s. Purvanchal Caterers. This reference is with regard to his working in the Pantry Car of Shramjivi Express Train. His case is that he was again i.e. after termination of his service in 1984, employed in the Pantry Car of Shramjivi Express w.e.f. 24-7-1992 through M/s. Purvanchal Caterers and the terms of reference also speaks of his working under M/s. Purvanchal Caterers and through it he claim to have become the employee of Principal Employer i.e. M/s. Eastern Railway.

6. From perusal of statement of claim filed by Shri Narendra Kumar Singh and also from the terms of reference it is apparent that Shri Singh was the contract Labour of M/s. Purvanchal Caterers. M/s. Purvanchal Caterers were running the catering services in the Pantry Car of Shramjivi Express Train under an agreement with the Railways. Yet Shri Narendra Kumar Singh (W.W.1) in his statement before this Tribunal has stated that he was appointed by the Railway and Railway paid wages to him. There is no supporting evidence, either oral or documentary to support the same. Hence the said statement of Shri Narendra Kumar Singh that he was employed by Railway and Railway paid him the wages cannot be accepted. Shri Narendra Kumar Singh has filed the photocopy of medical fitness certificate (Ext. W/3) though in his statement before this Tribunal he (W.W.1) called it an identify card issued by the Divisional

Manager of Railway. This document is irrelevant for the purpose of decision of this case. I may recall that medical fitness of the persons working under the contractor was compulsory as per the agreement entered into between the Railway and M/s. Purvanchal Caterers.

7. Shri Narendra Kumar Singh claims to have become the employee of M/s. Eastern Railway, the principal employer on the ground that neither Eastern Railway was registered under Section 7 nor M/s. Purvanchal Caterers were having licence under Section 12 of 'the Act'. Section 7 of 'the Act' is as follows:

"(1) Every principal employer of an establishment to which this Act applies shall, within such period as appropriate Government may, by notification in the Official Gazette fix in this behalf with respect to establishments generally or with respect to any class of them, make an application to the registering officer in the prescribed manner for registration of the establishment:

Provided that the registering officer may entertain any such application for registration after expiry of the period fixed in this behalf, if the registering officer is satisfied that the applicant was prevented by sufficient cause from making the application in time.

(2) If the application for registration is complete in all respects, the registering officer shall register the establishment and issue to the principal employer of the establishment a certificate of registration containing such particulars as may be prescribed." The effect of non-registration has been dealt with under Section 9 of 'the Act' as follows:

"No principal employer of an establishment, to which this Act applies, shall—

(a) in the case of an establishment required to be registered under Section 7, but which has not been registered within the time fixed for the purpose under the section;

(b) in the case of an establishment the registration in respect of which has been revoked under Section 8, employ contract labour in the establishment after the expiry of the period referred to in clause (a) of after the revocation of registration referred to in clause (b) as the case may be."

Section 12 of 'the Act' runs as follows:—

"Licensing of contractors (1) with effect from such date as the appropriate Government may, by notification in the Official Gazette, appoint, no contractor to whom this Act applies, shall undertake or execute any work through contract labour except under and in accordance with a licence issued in that behalf by the licensing officer.

(2) Subject to the provisions of this Act, a licence under sub-section (1) may contain such conditions including in particular conditions as to hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with the rules, if any, made under Section 35 and shall be issued on payment of such fees and on the deposit of such sum, if any, as security for the due performance of the conditions as may be prescribed."

From the abovementioned provisions it can not be inferred that the effect of non-registration of principal employer and the non-licensing of contractor under 'the Act' would be that the contract labour would be deemed to be the employee of principal employer. Under the circumstances discussed above I find and hold that the claim of Shri Narendra Kumar Singh that he has become the employee of Principal employer is not justified. This point is accordingly decided in negative.

Point No. (ii) :

8. Shri Narendra Kumar Singh (W.W.1) has stated that he worked in the Pantry Car of Shramjivi Express from 1992 and his services was terminated in June, 1997. He has not stated as to who terminated his services. I have already discussed above that Shri Singh has produced no evidence to show that he was appointed/employed by Eastern Railway. Shri Singh was a Contract Labour under the employment of M/s. Purvanchal Caterers. The contention of Eastern Railway is that Shri Singh was not appointed by the Railway and hence the question of his termination from the services by the Railway does not arise. Under the circumstances discussed above I find that the services of Shri Narendra Kumar Singh was not terminated by the Eastern Railway. This point is accordingly decided.

Point No. (iii) :

9. Shri Narendra Kumar Singh (W.W.1) has proved the photocopy of identity card of one Sayeed Ahmed and the photocopy of appointment letter (Ext. W/4 and W/5 respectively) to show that a few persons who worked with him in the Pantry Car of Jayanti Janata Express have subsequently been employed by the Railway. No evidence has been adduced on behalf of Shri Singh as to on what basis the said appointments have been made. Hence the said exhibits are irrelevant for the decision of this reference.

10. Keeping in view the discussions made in the preceding paragraphs and the decisions arrived at on point Nos. (i) and (ii) above I find that Shri Narendra Kumar Singh is not entitled to any relief claimed for. This point is answered accordingly.

11. In the result I find and hold that the claim of Shri Narendra Kumar Singh, Contract Labour of M/s. Purvanchal Caterers that he became the employee of Principal employer i.e. Eastern Railway is not justified. The services of

Shri Narendra Kumar Singh was not terminated by Eastern Railway and Shri Narendra Kumar Singh is not entitled to any relief claimed for.

12. This is my award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 4 मई, 2007

का.आ. 1472.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एर्नाकुलम, कोची के पंचाट (संदर्भ संख्या 177/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2007 को प्राप्त हुआ था।

[सं. एल-41012/138/98-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th May, 2007

S.O. 1472.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.177/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, Kochi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workmen, which was received by the Central Government on 4-5-2007.

[No. L-41012/138/98-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Tuesday the 24th day of April, 2007/4th Vaisakha, 1929)

I.D. No. 177/2006

(I.D. 9/1999 of Labour Court, Ernakulam)

Workman/Union : The General Secretary
Dakshin Railway Casual Labour Union
Edappally,
Kochi-24.

.....Adv. Shri C. Anil Kumar

Management : The Dy. Chief Signal and
Telecom Engineer,
Railway Electrification,
Thrissur.

.....Adv. Shri M. C. Cherian

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

“Whether the action on the part of the Dy. Chief Signalling and Telecommunication Engineer, Railway Electrification, Southern Railway, Trichur in terminating the services of Shri M. Thangavelu with effect from 1-2-1995 is justified? If not, to what relief is he entitled?”

2. The reference is regarding legality of termination of service of casual labourer in Railway. Though both sides entered appearance and filed their pleadings when the matter came up for evidence the worker remained absent. Hence the matter could not be proceeded with. The reference was made in 1999. There is no point in keeping the case pending indefinitely. In the circumstances I find that the worker is not interested in the matter and hence there is no subsisting dispute for adjudication.

3. In the result, an award is passed finding that the action of the management Railway in terminating the service of worker, Shri M. Thangavelu w.e.f. 1-2-1995 is legal and justified. No cost.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 24th day of April, 2007.

P. L. NORBERT, Presiding Officer.

APPENDIX : NIL

नई दिल्ली, 4 मई, 2007

का.आ. 1473.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 23/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2007 को प्राप्त हुआ था।

[सं. एल-12025/5/2006-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th May, 2007

S.O. 1473.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (23/2006) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on 4-5-2007.

[No. L-12025/5/2006-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**

PRESENT

Shrikant Shukla, Presiding Officer

I. D. No. 23/2006

Ref. No. L-12025/5/2006-IR (B-I) dated : 11-9-2006

BETWEEN

1. Shri Saidur Rehman
Running Shed Road Colony LD 14-A
Tedhipulia Alambagh-226005 (UP)
Lucknow.
2. The Zonal President
Uttar Railway Karmachari Union
96/196, Reshan Bajaj Lane, Ganesh Ganj
Lucknow (UP).

AND

1. The Sr. Divisional Mechanical Engineer
Northern Railway, Hazratganj
Lucknow.
2. The Deputy Chief Labour Commissioner (C)
Shram Bhawan, ATI Campur, Udhayog Nagar
Kanpur-208022 (UP).

AWARD

The Government of India, Ministry of Labour vide their order No. L-12025/5/2006-IR (B-I) dated : 11-9-2006 has referred following dispute for adjudication to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow for adjudication.

“Whether as per the award in reference (ID No. 56 of 1986) the workman Shri Saidur Rehman is entitled to back wages seniority and other benefits for the period from the date of his termination to the date of his reinstatement by Railway Admn. i.e. 4-9-81 to 22-4-88.”

Trade Union has filed its statement of claim and the management has filed written statement.

During the course of proceedings the trade union filed C-15, application for summoning documents and the opposite party filed objection. C-18 against the said application.

During the course of proceedings the trade union admitted that it has no dispute regarding payment of back wages to the worker. Saidur Rehman from 4-9-81 to 22-4-88 and, therefore, the case may be disposed of as no claim award.

In the interest of justice the statement of the trade union representative Sh. Parvez Alam is recorded which is

paper No. A-19. Since there remains no dispute and the trade union has requested for disposal of case as no claim award. Therefore, no claim award is passed accordingly.

Lucknow SHRIKANT SHUKLA, Presiding Officer
23-4-2007

नई दिल्ली, 4 मई, 2007

का.आ. 1474.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट (संदर्भ संख्या 53/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2007 को प्राप्त हुआ था।

[सं. एल-41011/13/97-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th May, 2007

S.O. 1474.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2006) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workmen, which was received by the Central Government on 4-5-2007.

[No. L-41011/13/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

A.A. Lad, Presiding Officer

Reference No. CGIT-2/53 of 2006

(Old Ref. CGIT-2/94 of 1997)

Employers in relation to the management of
Western Railway, Mumbai Central

The Division Railway Manager (E),
Western Railway, Bombay Division,
Bombay Central
Mumbai-400 008

AND

THEIR WORKMEN

The Division Secretary,
Paschim Railway karamchari Parishad,
32 A, Chhapra Building, 1st floor,
R.K. Vaidya Marg, Near Plaza Cinema,
Dadar (W), Mumbai 400 028.

APPEARANCES:

For the Employer : Ms. Delilah Feranandes Advocate

For the Workmen : Mr. M.B. Anchan, Advocate

Mumbai, Dated the 10th April, 2007

AWARD

The Government of India, Ministry of Labour by its Order No. L-41011/13/97/IR (B-I) dtd. 13-11-1997 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of DRM, Bombay Division, Western Railway in terminating the services of Shri Zahid Ali is legal and justified? If not, to what relief the workman is entitled?”

2. Zahid Ali Wahidali (hereinafter referred as the workman) pleaded that, his maternal uncle Mohd. Hafeez Sheikh was a Railway servant working in the Jagjivan Ram Hospital, Mumbai. He wanted his daughter to be married with the workman. He therefore arranged a job for the worker in the Railways. After some days the marriage could not work properly. The workman divorced the daughter of Shaikh. Being aggrieved by that, he made a complaint to the Railways contending that the workman gave a false date of birth while getting the employment.

3. The workman averred that, he received a chargesheet from the Railway contending that he produced forged certificates dated 14-9-75 of M.S.I. College, Gorakhpur showing his date of birth as 5-6-63 at the time of his appointment to enable him to get appointment as a casual labour as otherwise he would not have been eligible. His date of birth is 2-10-59 on the basis of the High School Certificate submitted by him. Thus he is held responsible for lack of absolute integrity and has violated Rule 3.1 (i) of Railway Service Conduct Rules, 1966.

4. The workman averred that a domestic inquiry which was conducted against him was against the principles of natural justice. He was not provided with the documents relied upon. It is submitted that the findings of the Inquiry Officer are one sided. The workman pleaded that the alleged certificate was not given by him but it was given by his uncle. It is further pleaded that even if it is said that at the time of getting the employment his date of birth was 2-10-59, he was below 28 years of age. It is therefore cannot be said that, he was not entitled to employment at that age. It is submitted that, he only came to know regarding the production of the incorrect birth certificate when the vigilance recorded his statement on the complaint of his father-in-law. It is further pleaded that, for engaging casual labour nobody asked for birth certificate by him is totally incorrect. For all these reasons it is submitted that the inquiry which was conducted against him was against the principles of natural justice.

5. The workman averred that, his termination is illegal. He pleaded that the termination may be set aside and he may be reinstated in service with full back wages and continuity in service.

6. The management resisted the claim by the written statement (Ex-7). It is averred that the Tribunal has no jurisdiction to decide the reference. It is submitted that, the management appointed S.B. Patwardhan as the Inquiry Officer. While conducting the enquiry, the Inquiry Officer followed the principles of natural justice. It is averred that the Inquiry Officers report was duly considered by the disciplinary authority and appropriate punishment was awarded to the workman. It denied all other contentions taken by the workman in his statement of claim. It is submitted that, the workman is not entitled to any reliefs.

7. Issues framed at Ex-10. Out of those issues 1 to 3 are decided as preliminary issues observing enquiry was not as per principles of natural justice and findings were perverse by passing Part-I award dt. 10-8-99. Then management applied for leading evidence by Ex-16 which was not allowed. Order dt. 17-11-99 passed on Ex-16 and Part-I award was challenged by WP No. 74 of 2000 by the management. While deciding said Hon'ble High Court by order dt. 11-2-2000 permitted Management to justify its action maintaining order passed in Part-I award. Then evidence is lead and my predecessor by passing award Part-II dated 6-12-2001 observed on remaining issues i.e. action taken by the Management of termination and charges levelled against workman are justified noting workman is not entitled to any relief. Said award was challenged by filing WP No. 3111 of 2002 and was disposed of by Hon'ble High Court by order dt. 4-10-2005 remanding matter back to Tribunal to decide "what was the upper age limit of recruitment in 1985" by giving opportunity to both. And accordingly evidence was lead by both i.e. by workman by filing affidavit at Ex-46 and by management by filing affidavit at Ex-48.

8. In view of this situation following points arise for determination :

- | | |
|---|---------------------|
| 1. What was the upper age limit in the recruitment rules of management in 1985 ? | 28 years |
| 2. In that back ground whether Management proved that charges levelled against workman are proved ? | No. |
| 3. Whether management justify in taking action of termination ? | No. |
| 4. What order ? | As per order below. |

REASONS

Point No. 1 :

This is third round of litigation in this Court and total fifth round of the entire proceeding, since it went twice before Hon'ble High Court, Bombay and thrice before this Tribunal.

9. At this stage only limited scope to consider is upper age limit of recruitment in 1985 with Management. On that workman has stated that 28 years is the age limit for Group D category in the recruitment rules of the Management. Even witness examined by management at Ex-48 admits that, and categorically states that age 18 to 28 was considered for recruitment for Grade D staff i.e. class IV staff and second party was of 22 years old when appointed in category IV i.e. in Group D. This evidence referred above categorically proves that age 18 to 28 was the age applicable in 1985 in the recruitment rules of the management. Besides it is admitted by the management that workman was of 22 years when recruited by management.

10. Under impression that workman was of over age, to hide that charge was levelled against him that he filed false certificate to qualify him to get an employment. There were two certificates allegedly produced by the workman, one of them was of Certificate of MSI College, Gorakhpur showing birth date 5-6-63 and School Leaving Certificate of Madhyamik Shiksha Parishad showing birth date 2-10-59. In fact both certificates are shown two different birth dates. In fact, School Leaving Certificate must refer the birth certificate and mention the date of birth which is mentioned in the birth certificate. Here what happened in School Leaving Certificates birth date is shown 2-10-59 whereas birth date 5-6-63 is shown in MSI College Certificate. Naturally the source of information about birth date must be on birth date certificate. The explanation tried to given by workman about the birth date given in Certificate of MSI College as 5-6-63 is that it was written by the staff and might have given relying on the information supplied by his father in law. Here I think we are not concerned which of them is genuine and which is false one. Management accepted both certificates and case of the management is that to facilitate workman to secure employment with management bogus cetificate of MSI college, Gorakhpur was filed showing his birth date 5-6-63. As argued by the workman's Advocate Shri Anchan, even if we considered both certificates and naturally first one which bears birth date 2-10-59, it does not exceed the upper age limit of recruitment and as per that his age was 26 when he recruited as per the birth date 2-10-59. When he was within 28 years and even as per certificate where birth date is 2-10-59 question arises what importance required to give to the School Leaving Certificate and allegedly certificate obtained of MSI College, Gorakhpur which showed birth date 5-6-63 ? When workman was eligible

and qualified and within age limit as per his birth date 2-10-59 there is no reason for him to have a forged birth certificate to qualify him to secure recruitment and to show within age of 28 years? All this reveals that, workman was well within age as upper age limit of recruitment in 1985 was 28 years. Accordingly I answer this point to that effect.

Point Nos. 2 and 3 :

11. Workman succeeded in showing that upper age limit of recruitment with management in 1985 was 28 years and he was below that age limit when recruited. In my considered view the charge sheet issued by management alleging that workman has procured bogus birth certificate to facilitate him to enroll in the employment of the management has no meaning. The intention of workman was to bring himself within the age limit of recruitment. The age limit of recruitment was 28 years and birth date 2-10-59 and even 5-6-63 does not show that, he crossed it and was over aged when recruited. When the subject matter of over age incase of workman does not arise, in my considered view chagesheeting workman for that has no meaning and was infact unwarranted decision taken by management. So I conclude that, issuing chargesheet on workman alleging that, he committed misconduct by supplying false birth date has no meaning. I also conclude that, the enquiry conducted was not at all warranted and vis-a-vis there was no propriety in taking findings from Inquiry Officer. So I conclude that, action taken by management in terminating workman on false ground is not just and proper and cannot be maintained.

12. In view of discussion made above I conclude that impugned termination served on Zahidali is not legal and justified. Hence the order :

ORDER

- (i) Reference is allowed.
- (ii) Impugned order of termination is set aside directing Management to reinstate Second Party Workman Zahidali on his post and give benefits of backwages as well as continuity of service from the date of alleged termination.
- (iii) In the said circumstance, there is no order as to cost.

Dated : 10-4-2007

A.A. LAD, Presiding Officer

नई दिल्ली, 4 मई, 2007

का.आ. 1475.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बस्तर क्षेत्रीय ग्रामीण बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, जबलपुर के पंचात (संदर्भ संख्या 35/87) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2007 को प्राप्त हुआ था।

[सं. एल-12012/205/85-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th May, 2007

S.O. 1475.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/87) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bastar Kshetriya Gramin Bank and their workman, which was received by the Central Government on 4-5-2007.

[No. L-12012/205/85-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/35/87

Shri C. M. Singh, Presiding Officer

Shri Bhajendra Nath Mathew,
Resident of Village Kasturi,
PO Nagamar, Tehsil Jagdalpur,
Distt. Bastar.

... Workman/Union

Versus

The Chairman,
Bastar Kshetriya Gramin Bank,
Hatkachora, Jagdalpur,
Distt. Bastar.

... Management

AWARD

Passed on this 11th day of April, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/205/85-IR(B-I) dated 16th April, 1987 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Bastar Kshetriya Gramin Bank, Jagdalpur in terminating the services of Shri Bhajendra Nath Mathew, clerk, w.e.f. 1-10-83 is justified? If not, to what relief is the workman concerned entitled?”

2. The case of workman Shri B.N. Mathew in brief is as follows. That he was working as clerk-cum-cashier at Dhanpunji Branch of Bastar Kshetriya Gramin Bank in the year 1983. He wrote a letter dated 29-7-1983 to the Chairman, Bastar Kshetriya Gramin Bank, Jagdalpur whereby he

submitted his resignation from service due to some personal problem. It was mentioned in the letter dated 29-7-1983 that the resignation of the workman be accepted w.e.f. 1-9-83. After submitting the letter dated 29-7-83 mentioned above, the workman realised his mistake, therefore he wrote another letter dated 19-10-83 to the Chairman, Bastar Kshetriya Gramin Bank which was received by the head office on 20-10-1983 whereby he withdrew his resignation and requested to permit him to perform his duties w.e.f. 19-10-83. The resignation letter dated 29-7-83 had not been accepted by the Chairman Bastar Kshetriya Gramin Bank upto 19-20-10-1983 therefore, he was permitted by the then Branch Manager to perform his regular duties. Accordingly the workman had worked with the management Bank from 19-10-83 to 22-10-83. At the time of joining the workman submitted an application dated 19-10-83, whereby he requested to grant him Earned Leave for the period between 3-10-83 to 18-10-83. After submitting the joining report by the workman at Dhanpunji Branch of Bastar Kshetriya Gramin Bank, the Chairman wrote a letter dated 21-10-1983 to the Branch Manager, with a direction for not issuing any posting order to the workman. After submitting letter dated 19-10-83, the workman was permitted to perform his duties w.e.f. 19-10-83 to 22-10-83 at Dhanpunji Branch of Bastar Kshetriya Gramin Bank. The workman was never relieved from the Bank after submitting his resignation. That on 24-10-83, while the workman was on duty, the Branch Manager read over a letter to him wherein it was written that the management had been considering his matter and he may not be allowed to resume till further order. On it, the workman on 24-10-83, met the Chairman of the Bank who asked him to wait. The workman also sent letters to his management on 23-4-84 and 19-11-84 by registered post for withdrawal of his resignation. That on 1-5-85, he received the order that he had been relieved from the post on 1-10-83. The workman was not given any information for about 19 months and it was not justified to relieve him from duty thereafter. Therefore the order of relieving him from duty is void-ab-initio. It is prayed by the workman that the said order of relieving him from duty be set-aside and he be reinstated in service with back wages and all other benefits.

3. The case of the management Bastar Kshetriya Gramin Bank in brief is as follows. That the workman was appointed as clerk-cum-casheir in the Bank and was posted at Dhanpunji Branch, District Bastar. On 29-7-83, he submitted his resignation and requested that the same be accepted and he be relieved with effect from 1-9-1983. He thus gave one months prior notice as per regulations of the bank. He again gave letter to the Branch Manager on 30-9-1983 stating therein that pursuant to his resignation letter dated 29-7-83, he is leaving his service. He requested for accepting his relieving and went away. Consequent upon his resignation and letter dated 29-7-1983, the Branch Manager relieved him from duty vide memo dated 30-9-1983. Thus his resignation was accepted and he was relieved on

his own request on 30-9-1983 and absented himself from duty. The workman thereupon submitted to the Branch Manager a letter dated 19-10-83 stating that he is withdrawing his resignation and is reporting on duty. The Branch Manager immediately forwarded the letter to the Head office for further action. Workman Shri Mathew on his own attended the Branch on 19-10-83 to 22-10-83 but was not officially given charge by the Branch Manager. Upon receiving instructions from Head office vide memo dated 21-10-1983, workman Shri Mathew should not be allowed to join till decision is taken on his letter dated 29-7-83, he was stopped from even sitting in the Branch. Thus the workman cannot be said to have worked from 19-10-83 to 22-10-83 which fact is further proved on the basis of his own letter dated 11-11-1983 wherein he admitted that he has not been allowed to join after 30-9-1983 till date. Pursuant to his representation, the management informed him vide memo dated 1-5-85 that his resignation has already been accepted and he has been relieved from branch w.e.f. 30-9-1983. Consequently now the workman is not entitled to any relief.

4. Workman Shri Bhajendra Nath Mathew in order to prove his case examined himself. The management in order to defend the reference proceeding examined their witness Shri Tarachand Panigrahi, the then posted as Area Manager, Chhattisgarh Gramin Bank, Area Office, Kanker (Chhattisgarh).

5. Both the parties have also filed certain Photostat copies of the documents. They may be referred in the body of this award where the need be.

6. I have heard Shri Vijay Tripathi, Advocate the learned counsel for workman and Shri Ashis Shorti, Advocate the learned counsel for management. I have very carefully gone through the entire evidence on record.

7. The following facts are admitted to both the parties. That workman Shri Bhajendra Nath Mathew was working as clerk-cum-cashier at Dhanpunji branch of Bastar Kshetriya Gramin Bank in the year 1983. He wrote letter dated 29-7-1983 to the Chairman, Bastar Kshetriya Gramin Bank, Jagdalpur whereby he submitted his resignation from service due to some personal problem. It was mentioned in the letter dated 29-7-1983 that the resignation of the workman be accepted w.e.f. 1-9-1983. The photostat copy of the said letter is Exhibit W/1 on record.

8. As per pleadings and oral evidence of workman, after submitting his representation dated 29-7-1983, he realised his mistake therefore he wrote another letter dated 19-10-83 to the Chairman, Bastar Kshetriya Gramin Bank which was received by the Head office on 20-10-1983 whereby he withdrew his resignation which was earlier submitted by him vide letter dated 29-7-83. The Photostat copy of the said representation is Exhibit W/2 on record. That his resignation letter dated 29-7-83 has not been

accepted by the Chairman, Bastar Kshetriya Gramin Bank upto 19/20-10-1983. It is further in the oral evidence of workman that he submitted an application dated 19-10-83 whereby he requested to grant him EL for the period between 3-10-83 to 18-10-1983. The Photostat copy of the said aforesaid application is Ex. W/4 on record. The further oral evidence of the workman is that after joining at Dhanpunji branch of Bastar Kshetriya Gramin Bank, the Chairman wrote a letter to the Bank on 21-10-83 to the Bank Management with direction for not issuing any posting order to the workman. There is no documentary evidence in support of the oral evidence of the workman that he submitted his joining at Dhanpunji branch of the bank and he was permitted to join. In support of the above evidence, there is only one Photostat copy of the application dated 19-10-83 (Ex. W/2) that he requested the Chairman of the Bastar Kshetriya Gramin Bank, Jagdalpur that he may be permitted to join on 19-10-83 and the said application was received in the head office at Jagdalpur on 20-10-83. It is proved by the documentary evidence i.e. the Photostat copy of letter dated 21-10-83 addressed to Branch Manager from the Chairman of the Bank (Ex. W/5) that on 21-10-83, the Chairman wrote to the Branch Manager not to permit the workman to join again at Branch of the Bank under any circumstances. There is oral evidence of workman that after submitting letter dated 19-10-83 he was permitted to perform his duties w.e.f. 19-10-83 he was permitted to perform his duties w.e.f. 19-10-83 to 22-10-83 at Dhanpunji branch of Bastar Kshetriya Gramin Bank. This oral evidence of the workman is not corroborated by any documentary evidence on record. It has been submitted by the learned counsel for the workman that the workman had withdrawn his resignation before being accepted by the competent authority and the workman withdrew it as a matter of right.

9. In support of management's case, management's witness Shri Tarachand Panigrahi deposed that after submitting the resignation letter to resign from 1-9-83, the workman submitted a letter addressed to the Chairman of the Bank on 5-9-83 wherein he requested extension of date of his being relieved from 1-9-83 to 1-10-83 stating that the formalities with regard to his resignation are incomplete. That he again submitted a letter addressed to the Chairman of the Bank on 30-9-83 that as per notice dated 1-8-83 he was giving up his employment pursuant to the resignation notice submitted earlier and requested to be relieved on 30-9-83. Consequently he was relieved of his duties and post at the close of office hours on 30-9-83 and earlier notices dated 29-7-83 and 5-9-83. The Branch Manager relieved Shri Mathews on 30-9-83 relieving him from his duties and from his post pursuant to his letter dated 30-9-83. The Photostat copy of the letter dated 23-9-83 by the workman to the Chairman of the Bank (Ex. M/2) supports the above oral evidence of Shri Panigrahi that pursuant to his resignation, he relinquished the post on 30-9-83. The Photostat copy of letter dated 30-9-83 by the Branch

Manager, Dhanpunji Branch, Bastar Kshetriya Gramin Bank to the workman also support the above oral testimony of the witness. The oral testimony of the above witness that the Branch Manager of Dhanpunji branch relieved him on 30-9-83 finds its corroboration in the Photostat copy of the letter by the Branch Manager to the workman dated 30-9-83 which is Exhibit M/3 on record. The management's witness Shri Panigrahi has deposed that Shri Mathews had subsequently submitted to the Branch Manager, Dhanpunji branch a letter on 19-10-83 addressed to the Chairman of the Bank stating that he is withdrawing his resignation request submitted earlier and reporting for duty on that day. This testimony of the witness finds support in the Photostat copy of letter dated 19-10-83 of the management addressed to the workman (Ex. W/4). Shri Panigrahi, the management's witness, also stated in his affidavit that it is incorrect to say that Shri Mathew has worked in the Bank from 19-10-83 to 22-10-83. He had already been relieved by the Branch Manager on 30-9-83 of his duties at the Branch. That he might have come to the branch thereafter and might have stayed there on his own. However, such visits cannot be viewed or taken as he had been allowed to join in the Bank. That Shri Mathews was never been allowed to join after 30-9-83. That this fact is clear from his own letter dated 11-11-83 and he himself has stated that he is not able to rejoin duty till date due to inaction on the part of the management of the Bank. It has been submitted on behalf of the management that Shri Mathew having been resigned from the Bank on 30-9-83 and having been relieved from his duty on 30-9-83 is not entitled to any relief.

10. It has been submitted by the learned counsel for the workman that the workman has never been relieved from the Bank after submitting his resignation. He assailed the photostat copy of letter Ex. M/3 filed by the management submitting that it is a fabricated document. It shall be worthwhile to mention here that the learned counsel for the workman admitted that aforesaid Photostat copy of the letter and therefore it has been marked as Ex. M/3 and now he cannot be allowed to deny the said Photostat copy. Not only this, it is evident from the Photostat copy of the letter dated 30-9-83 (Ex. W/3) written by the workman to the Chairman of the Bank that the workman himself made admission on 30-9-83 that he relinquished his post pursuant to his resignation. The learned counsel for the workman further submitted that since the resignation letter dated 29-7-83 has not been accepted by the Chairman upto 19/20-10-83 therefore he was permitted by the Branch Manager to perform his duties from 19-10-83 to 22-10-83. Against the above, the learned counsel for the management submitted that pursuant to the resignation by the workman, he was relieved from duty on 30-9-83 and he relinquished the post on his own. That Shri Mathew on his own attended the Bank from 19-10-83 to 22-10-83, but he was not officially given charge. There is no documentary evidence to

corroborate the oral testimony of the workman that he was permitted to join duty on 19-10-83. The workman was employed at Dhanpunji branch Distt. Bastar. The Photostat copy of the application for permission to join is dated 19-10-83 and is addressed to Chairman, Bastar Kshetriya Gramin Bank, Jagdalpur. It is Ex. W/3, which reveals that it was received at the head office on 20-10-83. It is, therefore, difficult to believe that on 19-10-83 he was permitted to join. It is very clear from the evidence of Shri Panigrahi, the management's witness, that it is incorrect to say that workman attended duty from 19-10-83 to 22-10-83. The witness has specifically deposed that the workman came to the branch office on 19th, 20th, 21st, and 22nd of October 1983, all the 4 days on his own. The learned counsel for the management submitted that the workman might have gone and stayed at the Branch from 19-10-83 to 22-10-83 but such visits cannot be viewed or taken that the workman was allowed to join in the Bank. Under the circumstances, it cannot be held that the workman was permitted to join duty on 19-10-83 and attended his duty till 22-10-83.

11. The learned counsel for the workman submitted that because the resignation of the workman was not accepted till 19/20-10-83 it could not be effective by then and he could take back the resignation before the same was accepted. In this respect, the learned counsel for the workman placed his reliance on 1981(1)SCC-405 and AIR-2003(5)SCC-455. Against the above, the learned counsel for the management submitted that the Bastar Kshetriya Gramin Bank Staff Service Regulations which were prevalent at the relevant time provides under Article-10 as under :

"10 Termination of Service by Notice : (1) (a) An officer or employee shall not leave or discontinue his service in the Bank without first giving notice in writing to the Chairman of the Bank of his intention to leave or discontinue the service.

(b) The period of notice required shall be :

- (i) Three months in the case of officers and
- (ii) One month in the case of other employees.

(c) In case of breach by an employee of the provisions of this sub-regulation, he shall be liable to pay to the Bank as compensation a sum equal to his emoluments for the period of notice required of him.

(d) He shall also be liable to refund the pay or allowances or both, if any drawn by him while on training and make good the training expenses, incurred by the Bank or Sponsor Bank for deputing him for training.

(e) In exceptional circumstances the payment of such compensation and refund may be waived by the Chairman, at his discretion."

From the perusal of the above regulation, it is clear that the regulations nowhere provides resignation can be effective only after acceptance. The clause stipulates the condition that the employees shall not leave or discontinue his service without giving a notice in writing to the Chairman. The acceptance of resignation was not a condition for cessation of relationship. The workman in the present case gave required notice and left the job on his own. His relieving was duly accepted by the Branch Manager and the workman was not allowed to join after 30-9-83. It means that his resignation was accepted. It has been emphasised by the learned counsel for the management that the resignation has automatically taken effect from 30-9-83 and there is no provision for any acceptance or rejection of the resignation by the employee. Under Article-10(1)(a) aforequoted, the termination of service becomes effective at the instance of the employee and the service of the employee is not dependent upon acceptance of the same. In this respect, the learned counsel for the management placed his reliance on AIR 1989-SC-1083.

I have very carefully gone through the law cited above by the learned counsel for the management. In the law cited above, interpretation of service regulation of the Appellant Bank (Punjab National Bank) came into consideration by the Hon'ble Supreme Court of India. It was Regulation No. 20 which reads as under :

"20 (1) Subject to sub-regulation (3) of Regulation-16 the Bank may terminate the services of any officer by giving him 3 months notice in writing or by paying 3 months emoluments in lieu thereof.

(2) No officer shall resign from the service of the Bank otherwise than on expiry of 3 months from the service on the Bank of notice in writing of such resignation. Provided further that the competent authority may reduce the period of 3 months, or waive the requirement of notice."

While interpreting the above regulation, the Hon'ble Supreme Court held that the resignation of the employee could have become effective only on the expiry of 3 months from the date thereof or from the date on which he wished to resign. On the analogy of the law cited by the learned counsel for the management, the termination of service became effective in this case at the instance of the employee and the service of the employee is not dependent on the acceptance of the resignation because the resignation became effective from the date on which the employee wished to resign. In this case, the employee i.e. the workman wished to resign on 30-9-83 and relinquished his post on the said date on his own after giving one months notice to the management. Against the above, the learned counsel for the workman, as already mentioned above, submitted that because the resignation of the workman was not accepted till 19/20-10-83, it could not be effective by then and he could take it back before the same is accepted,

placing reliance on 1981 (1-SCC)405 and AIR-2003(5) SCC-455. I have gone through the law cited above. The law cited above is of no help to the workman in this case because of the workman submitted his resignation under Article-10 of the Bastar Kshetriya Gramin Bank Staff Service Regulations after having complied with the provisions thereof and his resignation became effective from 30-9-83 as he wished and on the said date, he relinquished his post on his own.

12. In view of the above, it is hereby held that the action of the management of Bastar Kshetriya Gramin Bank, Jagdalpur in terminating the services of Shri Bhajendra Nath Mathew, Clerk, w.e.f. 1-10-83 is justified and the workman concerned is not entitled to any relief. But considering the facts and circumstances of the case, it is hereby directed that the parties shall bear their own costs of his reference. The reference is answered accordingly in favour of the management and against the workman.

13. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 7 मई, 2007

का.आ. 1476.—राष्ट्रपति, श्री राम गोविंद शुक्ला को 19-4-2007 (पूर्वाह्न) से केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, कानपुर के पीठासीन अधिकारी के रूप में नियुक्त करते हैं। श्री राम गोविंद शुक्ला, केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, कानपुर के पीठासीन अधिकारी के पद पर 19-4-2007 से 9-6-2009 तक अर्थात् 65 वर्ष की आयु पूरे होने तक अथवा अगले आदेशों तक, जो भी पहले हो, बने रहेंगे।

[संख्या ए-12011/01/2006-सी.एल.एस.-II]

पी. के. ताम्रकार, अवर सचिव

New Delhi, the 7th May, 2007

S.O. 1476.—The President is pleased to appoint Shri Ram Govind Shukla as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur w.e.f. 19-4-2007 (F.N.). Shri Ram Govind Shukla will continue to hold the post of Presiding Officer of the CGIT-cum-Labour Court, Kanpur from 19-4-2007 till 9-6-2009, the date he attains 65 years of age or until further orders, whichever is earlier.

[No. A-12011/01/2006-CLS-II]

P. K. TAMRAKAR, Under Secy.